



10-CV-01423-REQ

FILED  
LODGED  
RECEIVED  
BY  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY  
AT SEATTLE  
SEP 28 2010

SUPERIOR COURT OF WASHINGTON, FOR KING COUNTY

JOHN E. ERICKSON and SHELLEY A. ERICKSON, husband and wife; Shelley's Total Bodyworks Day Spa/Shelley's Suntan Parlor a sole proprietorship

Plaintiff, claimants

Pro Se

vs.

Long BEACH MORTGAGE Co, WAMU BANK and CHASE BANK. Agent for DEUTSCHE BANK NATL. TRUST. Servicing agent for Chase Bank. Loan no. 0697646826 HIGA ESCROW/CAROLE HIGA; PETER RU AGENT/BROKER FOR LONG BEACH MORTGAGE:

Defendant

Case No. 10-2-29165-2 KNT  
No. 2:10-cv-1423  
SECOND SERVED  
AMENDED  
COMPLAINT AND CAUSE OF ACTION

Amended complaint and cause of action pursuant (1) Subject to subsection (2) and Rule 76.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE1

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

## I. PARTIES

1. At all times and material hereto; We, the Plaintiffs/Complainants, John E. and Shelley A. Erickson, a married couple, resided in King County at 5421 Pearl Ave S.E., Auburn, Washington, 98092 since 1981. Are over the age of 18 and competent. Plaintiff's own Shelley's Total Bodyworks Day Spa/Shelley's Suntan Parlor, and Wakeup Beautiful International, as sole proprietor business for thirty years in Auburn, Washington. Plaintiffs are over the age of eighteen and are competent, and are parties of interest.

2. The defendants and multiple employees/individuals part of the defendants operations of business, believed to be and therefore are alleged to be, residents of King County, State of Washington and defendants represented the mortgage company Long Beach Mortgage. All of these defendants complained of herein were done both and individually and for the benefit of the Long Beach Mortgage Company. The documents were signed in Bellevue, Washington; by Higa Escrow. Peter Ru agent/broker. The defendant's have numerous, multiple banks and services inside the state of Washington.

## II. CAUSE OF ACTION

1. PLAINTIFF'S pursuant all the LAWS listed below IN THIS  
LAW SUIT claim cause of action for: DEFENDANTS have egregiously  
wrongfully harmed plaintiff's, caused Plaintiffs loss of home  
equity, loss of properties, loss of income, caused financial

SECOND SERVED AMENDED

**COMPLAINT AND CAUSE OF ACTION**

PAGE 2

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 harm, economic harm, pain and suffering and emotional distress  
2 VIOLATING BY; 1. "Honest Services Doctrine";

3  
4       2. the "Economic Loss Rule"; Georgia's residential mortgage  
5       fraud act. See: 33 18 U.S.C. §1961(1)(b), 34 18 U.S.C. § 1962, 35 U.S.C. 18 §  
6       1964(c), 36 N.C.G.S. § 75-1.1. (a), 37jd. § 75-16, 75- 16.1.38 Ga. Code § 16-8-  
7       etse§.39jd. § 16-8-102. See: e.g. Arizona S.B. 1221; Florida S.B. 240 & H.B. 349;  
8       Minnesota S.F. 797 & H.F. 851, 797; Texas H.B. 716c. See: 41 Sec e.g. S. Rep. No.  
9       597, 63 Cong. 2d Sess. J at 8- 13(1914), HR Rep No. 1142, 63d. Cong. 2d Sess. j at  
10       18-19(1914) (Conference Report). See: e.g. H.R. Rep. No. 1613. 75<sup>th</sup> Long. Lst Sess.  
11       at 3(1937); 83 Cong. Rec. 392-406(1938). 43 Holloway v. Bristol-Myers Corp. 485  
12       F. 2d 986, 997, (D. C. Cir 1973). See 18.235.110. AND 18. 85. 230. Guzman b.  
13       Ocwen 17, 18 U.S.C.134; 18 U.S.C. §1343.:

14       3. Defendant's are in violation of "Obstruction to private  
15       entrepreneurs 44.1d. At 997-98, 45, John H. Beslner et al.  
16       Class action "Corps Public Servants or Private Entrepreneurs?  
17       57STAN.L.Rev.

18       4. Defendant's are subject to multiple laws for separate  
19       breaches: Including all laws listed and RCW 9A.08.020 & RCW  
20       9A.08.030: Tort applies here: Defendants breached an  
21       "independent duty rule"; If a duty exists, then a party can  
22       recover a damage award in tort based in tort. See e.g. Parr v.  
23       Triple L & J Corp., 107 P. 3d 1104, 1108 (Colo. App. 2004.); 9.

24       5. Defendants have committed an egregious calamity of Tort  
25       act upon the plaintiffs.: No. Carolina AUDAP STATUTE, CREATESS A  
PRIVATE CAUSE OF ACTION FOR "[UNFAIR METHODS OF COMPETITION IN  
OR AFFECTING COMMERCE,. Ad unfair deceptive acts, practice minor  
affecting commerce. "36 The commission of such act that injures

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE3

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 a person in a business may be punished by treble damages and  
2 attorney fees.

3 6. Defendant's have committed "Intentional Tort" by breach  
4 of "Honest Services" doctrine, "Tort" WAC 208-660-006:

5 7. Defendant's have breached, modern Competition law that  
6 is subject to statutory tort, called 'anti-trust laws

7 8 Truth in Lending Act, Section 102, 15 U.S.C. Section  
8 1601. Griggs v. Provident Consumer Discount Co. 680 F.2d  
9 927, Certiorari granted, vacated 103 S. Ct. 400, 459 U.S. 56, 74  
10 L.Ed,2d 225, on remand 699 F,2d 642.

11 9. Defendants have breached TILA: Purpose of Truth in  
12 Lending Act is for customers to able to make informed decisions.  
13 Truth in lending Act Section 102 et seq., 15 U.S.C. Section 1601  
14 et seq. Brophy v. Chase Manhattan Mortgage Co, 947 F. Supp 879.  
15 Truth in Lending Act, Sections 102 et seq, 102(a), 105 as  
16 amended, 15 U.S.C. Sections 1601(a), 1604; Truth in lending  
17 regulations, Regulation Z, Sections 226. 1 et seq., 226. 18, 15  
18 U.S.C. Section 1700, Basile v. H&R Block. Jlt (L. 897 F. Supp.  
19 194.

20 10. Defendants have violations of the "Honest Services" doctrine, by mail  
21 fraud and wire fraud; "Honest services Fraud."18 U.S.C.1346.

22 11. All the above defendants have a "continuity plus relationship". . All  
23 defendants are public entities, private entities and governmental agencies, and  
24 legal entity that can constitute RICO enterprises.(95)(97)(98)(99). AN [e]nterprise  
25 is a Structure of relationships among individuals or entitites."(116). Reves does not  
preclude professional, such as lawyers and accountants, from being subject to RICO  
liability. (176)(177);(178).(182).

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE4

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1                   12. Defendant's are subject to RCW 9A.08.020 & RCW 9A. 08.030:

2  
3                   13. Defendant's conspired by multiple individuals inside  
4                   the state of Washington who are entities in "in a continuity  
5                   plus relationship"; Defendants are public entities, private entities and  
6  
7                   governmental agencies, and legal entity that can constitute RICO  
8  
9                   enterprises.(95)(97)(98)(99). AN [e]nterprise is a Structure of relationships among  
10                   individuals or entitites."(116). Conspiracy and Honest Services Fraud  
11  
12                   Persuant Section RICO ;1962(d) (183)©;(188);(D);(189);(193)

13  
14                   14. Erie Doctrine: The U.S. Supreme Court determined in Erie Railroad Co.  
15                   v. Tompkins (1983) that the law to be applied in a diversity case would be the law of  
16                   whatever state in which the action was filed. "laws" in 28 U. S. C. 198, known as  
17                   the Rules of Decision Act. Gaperini v. Center for Humanities. The REA, 28 U.S.C.  
18                   2072(b), provides that the Rules [will not] affect the substantive rights of the  
19                   parties.

20                   15. Plaintiff's rights to file this case are protected by  
21                   18 U.S.C. §1964©& (d). (201). Agency Holding Corp. v. Malley-Duff  
22                   & Assoc. Inc. (199). (200). (203). (207). The Supreme Court has  
23                   established abstention doctrines requiring that a federal court  
24                   with proper jurisdiction over the subject matter of a dispute  
25                   should nevertheless stay its hand" in order to promote an  
                          overriding policy, such as the maintenance of a particular  
                          relationship between the national government and the  
                          states(230) (231) & (232) .

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE5

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       16. Plaintiff's are entitled per: **The duty of the United States**  
2       **in a tort action is defined in accordance with the law of the state where**  
3       **the negligence occurred. Richards v. United States, 369 U.S.1 (1962).**  
4       (Negligence occurred in Oklahoma, aircraft crashed in Missouri):

5       17. Plaintiff's are entitled pursuant RICO Pursuant Rule RICO  
6       (14)(15)(16)(22)(23)OR D (24)(25). 28 U.S.C. §1331; 18 U.S.C. §1964©& (d)  
7       Multiple violations by multiple individuals Pursuant RCW  
8       9.91.010.

9  
10       18. Plaintiff's are entitled due process (292) . Defendants  
11       committing "Honest Services Fraud"; 18U.S.C. 1346; Violating the "Honest services  
12       " doctrine, & " Conspiracy Act" and fraud.1962(d); by mortgage fraud & Mortgage  
13       servicing fraud upon the Erickson's..

14  
15       19. Defendants' violated MULTIPLE ESTOPPEL LAW INCLUDING;  
16       promisary Estoppel. 18U.S.C.1956-57, U.S.C.A.1956, prohibits  
17       money laundering. [Cases :United States v,34 C. J. S. United  
18       States §§ 162-163.]. 18 U.S.C.A. § 1956, however has provisions under  
19  
20       20. Plaintiff's are entitled to 18 U.S.C. § 1956-1957 in a civil action:

21  
22       Defendant's have breached the "Reliance Estoppel laws",  
23       Equitable Estoppel, Estoppel by Representation, 4<sup>th</sup> editin, 2004  
24       at para I.2.2, Spencer Bower ;See Halsbury's Laws of England,  
25       Vol 16(2), 2003,); committing mortgage servicing fraud,  
      breaching the "Honest Services." By making a agreement with the  
      Erickson's, that intentionally mislead the plaintiff's into fore

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE6

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 closer. Michael Spence, Protecting Reliance: The Emergent  
2 Doctrine of equitable Estoppel, Oxford: 1999, pp60-66):  
3  
4

5 21. Plaintiffs are protected by 18 U.S.C. §1964, which provides for civil  
6 remedies for Racketeer influenced and Corrupt Organizations (RICO) violations;  
7  
8 And 18 U.S.C. §1503, which prohibits the obstruction of justice and “Honest  
9 Services Doctrine.” Conspiracy and Honest Services Fraud ; Persuant Section RICO  
10 :1962(d) (183)C;(188);(D);(189);(193); and are subject to RCW 9A.08.030 & are liable  
11 for RCW 9A./ 08.020:.  
12

13 22. Defendant's have violated the Truth and Lending Acts:  
14  
15

16 Truth & Lending Act, Section 102 et seq, 15 U.S.C. Section  
17 10601 et seq. Quino v. A-I Credit Com. 635 F. Supp. 151; Truth  
18 in Lending Regulations, Regulation Z, Section 226.6(c), 15  
19 U.S.C. following section 1700;Truth in Lending Act Section  
20 130(a,e), Is U.S.C. Section 1640 (a,e). In Re Steinbrecher. 110  
21 BR. 1556, 116 A.L.R. Fed.881; Truth in Lending Act Section 102  
22 et seq; Truth in Lending Regulations, Regulation Z, Section  
23 226.1 et seq,. 15 U.S.C. Section 1700. Truth in Lending Act,  
24 Sections 102-186, as amended, 15 U.S.C. Section 1601-  
25 1667(e);Truth in Lending Regulations, Regulation Z, Section  
226,8(b-d, 15 U.S.C. Section 1700 Soils v. Fidelity Consumer  
Discount Col. 58 B.R. 983; Plaintiff's qualify for protection of  
Truth in Lending Act [15 U.S.C. Section 1601 et seq.]

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE7

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       23. Plaintiffs have a real interest in the subject matter :  
2 With some real interest in the subject matter. Civ.R. 17 only  
3 applies if the action is commenced by one who is sui juris or  
4 the proper party to bring the action. " Travelers Indemn. Co.  
5 v. R. L. Smith Co (Apr. 13. 2001.) 11<sup>th</sup> Dist. No. 2000-L-014. " Wells Fargo Bank, N .A. v, /Byrd. 178 Ohio App. 3d 285, 2008-  
6 Ohio-4603, 897 N.E. 2d 722.  
7

8  
9       **24. Defendant's have violated Obstruction to Private Entrepreneurs; 44. Ld.**  
10      At 997-98, 45; John H. Beslner e al. Class action "Corps Public Servants or Private  
11      Entrepreneurs? 57 STAN L. Rev 1441. (2005.) and have violated due process of the  
12      law. And interstate commerce

13  
14      **25. Defendant's committing as predicate crimes, a conspiracy to commit a**  
15      **"pattern of Racketeering activity consecutively dated from January 2007 to todays**  
16      **date; ."****18 U.S.C. §1962(a)(b),(c) &(d).18 USC §1961(1)**

17  
18      **26. Defendants committing "Honest Services Fraud"; 18U.S.C. 1346;**  
19      **Violating the "Honest services " Doctrine, and the "Conspiracy Act" and**  
20      **fraud.1962(d). Pursuant RCW 9.91.010 &18 U.S.C §1964@& (d) .RCW**  
21  
22      **9A.08.030 & RCW 9A. 08.020:**

23  
24      **27. Defendants have violated "Mortgage Fraud", Mortgage**  
25      servicing Fraud, predatory lending fraud, "[u]nfair methods of  
competition in or affecting commerce,. Ad unfair deceptive acts,  
practice ninor affecting commerce. "violations of Mortgage fraud

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE8

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 statutes, violation of federal mail and wire statutes 33&34.  
2 "Wire Fraud", and " Mail Fraud", violations of the "RICO ACT"  
3 engaging in a pattern of "Racketeering influenced and corruption  
4 organized (RICO): 18 U.S.C. §1964.:18 U.S.C. §1503, AD 18 U.S.C. §1503,  
5 which prohibits obstruction of justice, ad 18 U.S.C. §1956-57, which prohibits money  
6 laundering.: (18 U.S.C. §1964,; United States v. Dementz, 2007 WL 708975(11<sup>th</sup>  
7 Cir. Mar. 8, 2007)(18U.S.C. §1956, 1957); (18 U.S.C. §1342); U.S.C. §408(a)(7), (18  
8 U.S.C. §1028), and are subject to RCW 9A. 08.020 &RCW 9A. 08.030..

9 28. Defendant's violate the "Money Laundering Act".18  
10 U.S.C. §1956-1957. See South Star Fundry LLC v. Supreme Spouse, 200 WL  
11 812174 (W.D.N.C. Mar. 13, 2007)(18 U.S.C. § 1964), United States v. Dementz, 2007  
12 WL 708975(11<sup>th</sup> Cir. Mar. 8, 2007)(18 U.S.C. §1956, 1957); United States v.  
13 Soehnge, 2007 WL 4213 (10<sup>th</sup> Cir. Jan, 2, 2007)(18 U.S.C. § 1342); United States v.  
14 DeAngelis, 2006 WL 3082674 (11<sup>th</sup> Cir. Oct 31, 2006) 18 U.S.C. § 1001); United  
15 States v. Havens, 424 F. 3d 535(7 Cir. 2005); (42 U.S.C. § 408(a)(7), United States v.  
16 Lgeir, 2002 WL 31429868(3<sup>rd</sup> Cir. 2002) (18  
17 U.S.C. § 1028

18 29. Defendants have violated all the above by mail and  
19 wire, violating the "mail Fraud" and "Wire Fraud" act  
20 18.U.S.C.§1341 AND 18 U.S.C.§1343

21  
22 CLAIMS

23 1. Defendants have breach their duty of "Honest Services  
24 Doctrine" to plaintiff's and multiple mortgages loans inside the  
25 state of Washington, causing economic harm to plaintiff's and  
damages.

2. Defendants have damaged the property they are under  
contract with the Erickson's, that is the subject of the

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE 9

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 contract by cause of economic loss, by damages causing equity  
2 loss.

3 3. Defendants have harmed and damaged additional properties  
4 owned by the plaintiff's not under contract between the  
5 defendants and plaintiff's, including their small businesses'  
6 including personally hurting their clients and putting  
7 plaintiff's clients in harms way, directly and indirectly caused  
8 by defendant's.

9 4. DEFENDANTS' /tortfeasor's have vicarious and tortious  
10 liability, for cause of egregious wrongful intent, and  
11 negligence, intentional tort, and strict liability tort;  
12 violated the following laws: "Tort" WAC 208-660-006, the  
13 "Economic Loss Rule ' damages by misrepresentation, and  
14 breaching duty of the "Honest services Doctrine", causing  
15 economic harm to plaintiffs, by causing economic harm to the  
16 entire economy of the State of Washington, loss of property  
17 equity, loss of additional properties equity loss and flat out  
18 loss of ownership of properties not under contract to  
19 defendants, owned by plaintiffs, damages caused by mental  
20 stress, obstruction to Entrepreneurs', loss in of other property  
21 intended to expand plaintiff's business, by way of the mail and  
22 wire violating the mail fraud act and wire fraud act, RICO Act,  
23 & laws listed below: See Flagstaff affordable Housing Ltd.  
24 Partnership v. Design Alliance, Inc., 212 P.3d 125(Ariz. App.  
25 Div. 1 2009(economic loss rule did not bar professional  
negligence claim against architect due to architects independent  
duty of care). Defendant's have committed this tort for

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE10

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 economic advantages from signed predatory, misleading  
2 agreements/written contracts by breach of duty.

3 5. Tortfeasr's/defendant's are subject to injuries, caused  
4 by denying plaintiff's freedom from emotional stress, by  
5 intentional infliction of emotional distress. Tortious manner  
6 is to harm another's rights, body, property or other rights.

7  
8 6. Tort applies here: Defendants breached an "independent  
9 duty rule" to all parties including the Erickson's as citizens  
10 of the State of Washington, inside the State of Washington per  
11 the "Honest Services Doctrine" Act, with each and every mortgage  
12 contract inside the State of Washington causing a massive  
13 calamity of economic loss inside the State of Washington, that  
14 effected and caused Plaintiffs small business losses and  
15 multiple property losses, and every party signing a predatory  
16 loan, that include multiple customers of the Erickson's small  
17 business. If a duty exists, then a party can recover a damage  
18 award in tort based in tort. See e.g. Parr v. Triple L & J  
19 Corp., 107 P. 3d 1104, 1108 (Colo. App. 2004.) If a duty has  
20 been breached that is independent of any contractual  
21 obligations, the economic loss rule has no application and does  
22 not bar a plaintiff's tort claims because such claims fall out  
23 side the scope of the rule.

24 7. Defendants are guilty of each and both economic loss,  
25 and separately including tort law. 9. Defendants have committed  
an egregious calamity of Tort act upon the plaintiffs.: No.  
Carolina AUDAP STATUTE, CREATESS A PRIVATE CAUSE OF ACTION FOR  
"[UNFAIR METHODS OF COMPETITION IN OR AFFECTING COMMERCE,. Ad

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE11

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 unfair deceptive acts, practice minor affecting commerce. "36  
2 The commission of such act that injures a person in a business  
3 may be punished by treble damages and attorney fees.

4 8. Defendant's caused economic tort, interfering with  
5 plaintiff's trade and business and multiple clients of  
6 plaintiffs business, which includes the doctrine of restraint of  
7 trade, caused by misrepresentation and breach of "Honest  
8 Services Doctrine". See Hedley Byrne v. Heller in 1964; a victim  
9 of negligent misstatement may recover damages for pure economic  
10 loss caused by detrimental reliance on the statement that  
11 applies to both the mortgage fraud including the modification  
12 loan fraud. [Misrepresentation is a tort as confirmed by Bridge

13 LJ in Howard Marine and Dredging Co. Ltd. v. A. Ogden & Sons.]

14 9. Defendant's have breached, modern Competition law that  
15 is subject to statutory tort, called 'anti-trust laws. Article  
16 101 and 102 of the treaty on the Functioning of the European  
17 Union, as well as the Clayton and Sherman Acts in the U.S.,  
18 which create duties for undertakings, corporations and  
19 businesses not to distort competition in the marketplace  
20 including the abuse of market power by monopolist (rich business  
21 owners) or the substantial lessening of competition through a  
22 merger, takeover, acquisition or concentration of enterprisers.

23 10. Defendants egregiously breached contractual obligation  
24 to the plaintiffs, and multiple customers of the plaintiffs,  
25 causing economic chaos, including intangible economic interest,  
both violating "Honest services Doctrine" by violating all the  
TILA ACTS LISTED BELOW: Truth in Lending Act was passed to

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE12

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 prevent unsophisticated consumer from being misled as to total  
2 cost of financing.

3 **III. SUBJECT MATTER JURISDICTION**

4 Plaintiffs/Complainant's reallege each and every allegation  
5 contained in paragraph 1. through herein: Tortfeasor, is someone  
6 who harms another's rights, body, property or other rights,  
7 freedom of movements, including liberties within their sovereign  
8 state.

9 **1. PER: The duty of the United States in a tort action is  
10 defined in accordance with the law of the state where the negligence  
11 occurred. Richards v. United States, 369 U.S.1 (1962). (Negligence occurred in  
12 Oklahoma, aircraft crashed in Missouri): At the time of commencing this  
13 tort action at the above location, the defendants in the  
14 original signing of the documents were represented by and also  
15 were representing Higa Escrow, Long Beach Mortgage/WAMU now  
16 Chase Bank branch in Bellevue, Washington, County of King, State  
17 of Washington. Now claiming the Deutsch Bank National Trust  
18 being the investor.**

19 **2. The Erickson's including multiple families have been  
20 mislead to signed one tortuous predatory mortgage after the  
21 other with the listed multiple defendants, at multiple locations  
22 through out the State of Washington including the list of  
23 predatory fraudster's exhibit 4, conspired by multiple  
24 individuals inside the state of Washington who are entities in  
25 "in a continuity plus relationship"; Defendants are public entities,**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE13

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 private entities and governmental agencies, and legal entity that can constitute  
2 RICO enterprises.(95)(97)(98)(99). AN [e]nterprise is a Structure of relationships  
3 among individuals or entitites."(116). Conspiracy and Honest Services Fraud  
4

5 Persuant Section RICO :1962(d) (183)C;(188);(D);(189);(193)

6  
7 , committing "Honest Services fraud, and violating the honest  
8 services act by mail and wire, violating the mail fraud act and  
9 wire fraud act and RICO ACT, committing a tort act against  
10 plaintiffs, personally and their small business Shelleys Suntan  
11 Parlor and Shelleys Total Bodyworks Day Spa , and Wake up  
12 Beautiful, international, permanent make-up business. The  
13 tortuous harm was committed to plaintiffs inside the boundaries  
14 of the state of Washington, including clients, children, and  
15 relatives of the Erickson's inside the State of Washington, by  
16 multiple individuals, representing Long Beach Mortgage and WAMU  
17 AND CHASE BANK AND DEUTSCH BANK, TRUST, AND SERVICING AGENT FOR  
18 CHASE BANK, HIGA ESCROW AND MORTGAGE BROKER PETER RU.

19 3. The tortuous harm to multiple families and business and  
20 economic harm was committed inside the State of Washington, and  
21 has created economic harm to massive, multiple families that  
22 reside inside the State of Washington.

23 4. Plaintiffs signed the predatory mortgage in Bellevue  
24 Washington at Higa Escrow, located in Bellvue Washington, and  
25 Carole Higa who signed the documents resides in the State of  
Washington.

5. Multiple families have had mortgage service fraud  
committed upon them and so have the Erickson's/plaintiff's,

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE14

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 causing personal loss, economic loss, with mortgage fraud  
2 servicing companies conspiring, and organizing economic ciaos  
3 and crime, by wire and mail, "Honest Services" fraud, causing  
4 harm to the Erickson's and their several properties and  
5 business, clients, and multiple in the thousands of Washington  
6 residents.

7 6. The federal courts have a statistic of a 73 percent  
8 defendant win rate, claimed by two different studies to be  
9 caused by political influence over judges and jurors, claimed to  
10 be caused by big corporations running the economy. Therefore the  
11 federal court is proven to be partial to defendants and big  
12 corporations and have no jurisdiction if partiality is involved.  
13 This has caused a vicious battle between plaintiff's and  
14 defendants' that normally would not have been expected to  
15 happen, because defendants are fully aware of the federal courts  
16 being partial to them, this alone disqualifies the defendants  
17 notice of removal from state court to federal court, by law. And  
18 looks like an attempt to manipulate the court and even to commit fraud upon the  
19 court.

20 7. The majority of Judges in the Federal Court do not swear to the  
21 constitution and therefore do no believe in upholding constitutional law.

22 8. Erie Doctrine: The U.S. Supreme Court determined in Erie Railroad Co. v.  
23 Tompkins (1983) that the law to be applied in a diversity case would be the law of  
24 whatever state in which the action was filed. "laws' in 28 U. S. C. 198, known as  
25 the Rules of Decision Act. Gaperini v. Center for Humanities. The REA, 28 U.S.C.  
2072(b), provides that the Rules [will not] affect the substantive rights of the  
parties. The sovereign liberties of the plaintiffs rights are affected here , that have  
subject matter jurisdiction. Misrepresentation is a tort and tort actions are to be

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE15

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 tried inside the boundaries of the plaintiffs sovereign state. Agents representing  
2 the lenders, who committed the tort act are individuals residing in the state of  
3 Washington, owning individual private business inside the state of Washington.

4       9. Plaintiff's rights to file this case are protected by  
5 18 U.S.C. §1964©&(d). Statute of limitations for RICO civil  
6 action is four years from the last date of the last act. The  
7 first act was January 2007(201). Agency Holding Corp. v. Malley-  
8 Duff & Assoc. Inc. (199).(200).(203).(207). The Supreme Court  
9 has established abstention doctrines requiring that a federal  
10 court with proper jurisdiction over the subject matter of a  
11 dispute should nevertheless stay its hand" in order to promote  
12 an overriding policy, such as the maintenance of a particular  
13 relationship between the national government and the  
14 states(230)(231)&(232). " Honest services fraud" has an eight  
15 year statute of limitations.

16       10. AUTHORITES "A judge is an officer of the court, as well as is all attorneys.  
17 A state judge is a state judicial officer, paid by the State to act impartially and  
18 lawfully. A federal judge is a federal judicial officer, paid by the federal government  
19 to act impartial and lawfully. State and federal attorneys fall into the same  
20 general category and must meet the same requirements.

21       A judge is not the court. **People v. Zajic, 88 Ill. App. 3d 477, 410 N.E.2d.**  
22 **626 (1980).** In part the officers of the court asking for remand to federal court are  
23 acting partial to the defendants to evade prosecution and the proper jurisdiction, to  
24 change the machinery of the court and to commit "**Fraud upon the Court**"  
25 **defined by the 7<sup>th</sup> Circuit Court of Appeals to "embrace that species of**  
**fraud which does, or attempts to, defile the court itself, or is a fraud**  
**perpetrated by officers of the court so that the judicial machinery cannot**  
**perform in the usual manner its impartial task of adjudging cases that are**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE16

JOHN E. and SHELLEY A. ERICKSON PRO-SE

5421 PEARL AVE S.E.

AUBURN WA. 98092

(206) 255-6324 (206) 255-6326

(253) 939-9741

SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 presented for adjudication. "Kenner v. D.I.R., 387 F.3d 689 (1968); 7 Moore's  
2 Federal Practice, 2ded. p. 512, ¶

3       **11. The federal government has no more authority to invade that**  
4 **field than the state has to invade the exclusive field of national**  
5 **governmental powers; for, in the oft-repeated words of this court in Texas**  
6 **v. White, 7 Wall. 700, 725, 'the preservation of the States, and the maintenance of**  
7 **their governments, are as much within the design and care of the Constitution as**  
8 **the preservation of the Union and the maintenance of the National government.**

9       **12. 'The necessity of preserving each from every form of illegitimate**  
10 **intrusion judicial power is properly invoked, to view with a careful and**  
11 **discriminating eye any legislation challenged as constituting such an**  
12 **intrusion or interference. See South Carolina v. United States, 199 U.S.**  
13 **437, 448, 26 Ct. 110, 4 Ann. Cas. 737.' [Steward machine Co. v. Davis, 301**  
14 **U.S.548 (1937)]**

15       **13. Federal law requires the automatic disqualification of a Federal judge**  
16 **under certain circumstances. Courts have repeatedly held that positive proof of the**  
17 **partiality of a judge is not a requirement, only the appearance of partiality.**

18       **Liljeberg v. Health services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194**  
19 **(1988). 60.23. Whenever any officer of the court commits fraud during a**  
20 **proceeding in the court, he/she is engaged in "fraud upon the court"...Bullock v.**  
21 **United States, 763 F.2d 1115, 1121 (10<sup>th</sup> Cir. 1985),**

22       **14. The court stated "Fraud upon the court is fraud which is directed to the**  
23 **judicial machinery itself and is not fraud between the parties or fraudulent**  
24 **documents, false statements or perjury. ...It is where the court or a member is**  
25 **corrupted or influenced or influence is attempted or where the judge has not**  
performed his judicial function---thus where the impartial functions of the court  
have been directly corrupted. This is a crime deemed so severe and  
**fundamentally opposed to the operation of justice that it is not subject to**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE17

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 **any statute of limitation.** There is no time limit on an independent action  
2 claiming fraud upon the court. "Federal Rules of Civil Procedure 60(b)-Substantive  
3 Error. FRCP 60b (4)

4 15. "The lack of subject matter jurisdiction may properly be raised for the  
5 first time at the appellate stage." Rodriguez v. State, 441 So.2d 1129, 1135 (Fla. 3d  
6 DCA 1983). **"But when a judge knows that he lacks jurisdiction, or acts in**  
7 **the face of clearly valid statutes or case law expressly depriving him of**  
8 **jurisdiction, judicial immunity is lost. See Bradley v. Fisher. 80 U.S. (13**  
9 **Wall.) at 351 ("when the want of jurisdiction is known to the judge, no**  
10 **excuse is permissible"); Turner v. Raynes, 611 F.2d 92, 95 (5<sup>th</sup> Cir. 1980)**  
11 Stump is consistent with the view that "a clearly inordinate exercise of unconfirmed  
12 jurisdiction by a judge-one so crass as to establish that he embarked on it either  
13 knowingly or recklessly-subjects him to personal liability")." [Rankin v. Howard,  
14 633 F.2d 844 (1980)] **"When it clearly appears that the court lacks**  
15 **jurisdiction, the court has no authority to reach the merits. In such a**  
16 **situation the action should be dismissed for want of jurisdiction."** [Melo v.  
17 US, 505 F2d 1026 (8<sup>th</sup> Cir, 1974)]

18 16. **"No judgment of a court is due process of law, if rendered**  
19 **without jurisdiction in the court, or without notice to the party. 'Scott v.**  
20 **McNeal, 154 U.S. 34,46, 38 S. S. ed. 896, 901, 14 Sup. Ct Rep. 1108. No state can,**  
21 **by any tribunal or representative, render nugatory a provision of the**  
22 **supreme law. And if the conclusiveness of a judgment of decree in a court**  
23 **of one state is questioned in a court of another government, Federal or**  
24 **state, it is open, under proper averments, to inquire whether the court**  
25 **rendering the decree or judgment had Jurisdiction to render it."** [Old  
Wayne Mut. L. Assoc. v. McDonough, 204 U.S. 8, 27 S. Ct. 236 (1907)]

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE18

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       17. "Where there is no jurisdiction over the subject matter, there is as well,  
2 no discretion to ignore that lack of jurisdiction. See F.R. Civ.P. 12(h)(3), supra note  
3 1." [Joyce v. U.S., 474 F. 2D 215 (3<sup>rd</sup> Cir. 1973)]

4 **"Rule 12(h) (3) of the Federal Rules of Civil Procedure provides that**  
5 **"whenever it appears by suggestion of the parties or otherwise that the**  
6 **court lacks jurisdiction of the subject matter, the court shall dismiss the**  
7 **action."** A court lacking jurisdiction cannot render judgment but must  
8 **dismiss the cause at any stage of the proceedings in which it becomes**  
9 **apparent that jurisdiction is lacking. Bradbury v. Dennis, 310 F.2d 73 (10<sup>th</sup>**  
10 **Cir. 1962), cert. denied, 372 U.S. 928, 83 S. Ct. 874, 9 L. Ed. 2d 733 (1963).**

11       18. The party invoking the jurisdiction of the court has the duty to establish  
12 that federal jurisdiction does exist, Wilshire Oil Co. of Texas v. Riffe, 409 F.2d  
13 1277(10<sup>th</sup> Cir. 1969), Thus, the party invoking the federal court's jurisdiction bears  
14 the burden of proof. Becker v. Angle, 165 F.2d 140 (10<sup>th</sup> Cir. 1947). **[World-Wide**  
15 **Volkswagen Corp. v. Woodson, 444 U.S. 286 (1980)]**

16       19. The Federal Court is aware of the Federal jurisdiction being outside the  
17 boundaries of the State of Washington Court and the Federal Court is aware the  
18 State of Washington is a sovereign state with its own boundaries and the Federal  
19 Court does not have the jurisdiction to accept moving the Petitioners case outside  
20 the boundaries of the State of Washington and into their jurisdiction.

21       20. **Since the courts of the United States are courts of limited**  
22 **jurisdiction, there is a presumption against its existence. City of Lawton**  
23 **Oklahoma. V. Chapman, 257 F...2d 601 (10<sup>th</sup> Cir, 1958). "**

24       21. **United State v. Dunningan, 507 ULS. 87, 94(1993).** The foundation of  
25 our republican form of government is the notion of "separation of powers". In the  
legal field, this is called "the separation of powers doctrine". The U.S. Supreme  
Court confirmed the purpose of the separation of powers doctrine in the case of U.S.  
v. Lopez, 514 U.S. 549 (1995):

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE19

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       22. The duty of the United States in a tort action is defined in  
 2 accordance with the law of the state where the negligence occurred.  
 3 **Richards v. United States**, 369 U.S.1 (1962). The defendants have committed a  
 4 wrongdoer tort against the Erickson. (Tort action occurred inside the State of  
 5 Washington; Washington State law protects my civil rights ; RCW 9.91.010 is a  
 6 Washington State. Plaintiff's liberties will be restricted by the judges, by removing  
 7 plaintiff's case. Over the years this Court has repeatedly held that the  
 8 federal courts are without power to entertain claims otherwise within  
 9 their jurisdiction if they are "so attenuated and unsubstantial as to be  
 10 absolutely devoid of merit, " **Newburyport Water Co. v. Newburyport**, 193  
 11 U.S. 561, 579 (1904) jurisdiction cannot render judgment but must dismiss the  
 12 cause at any stage of the proceedings in which it becomes apparent that jurisdiction  
 13 is lacking. **Bradbury v. Dennis**, 310 F.2d 73 (10<sup>th</sup> Cir. 1962.) cert. denied. , 372,  
 14 U.S. 928, 83 S. Ct. 874, 9 L. Ed. 2d 733 (1963).

15       23. The jurisdiction of this court is invoked pursuant RICO  
 16 Pursuant Rule RICO (14)(15)(16)(22)(23)OR D (24)(25). 28 U.S.C. §1331; 18  
 17 U.S.C. §1964©& (d) . Statute of limitations for RICO civil action  
 18 is four years from the last date of the last act. The first act  
 19 was January 2007(201) . Agency Holding Corp. v. Malley-Duff &  
 20 Assoc. Inc. (199) .(200) .(203) .(207) . The Supreme Court has  
 21 established abstention doctrines requiring that a federal court  
 22 with proper jurisdiction over the subject matter of a dispute  
 23 should nevertheless stay its hand" in order to promote an  
 24 overriding policy, such as the maintenance of a particular

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE20

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 relationship between the national government and the  
2 states (230) (231) & (232). " Honest services fraud" has an eight  
3 year statute of limitations. RICO is a four year statute from  
4 the last harmful act. The Erickson's are not time barred. And  
5 request a jury trial. committing Multiple violations by multiple  
6 individuals Pursuant RCW 9.91.010 &18 U.S.C §1964@&(d) .  
7  
8

9 24. Due process (292). Defendants committing "Honest Services  
10 Fraud"; 18U.S.C. 1346; Violating the "Honest services " doctrine, &" Conspiracy  
11 Act" and fraud.1962(d); by mortgage fraud & Mortgage servicing fraud upon the  
12 Erickson's..  
13  
14

15 25. U.S. Constitution Art. I, 8." [t]he powers delegated by the proposed  
16 Constitution to the Federal government are few and defined. Those which are to  
17 remain in the State governments are numerous and indefinite." The Federalist  
18 No.45, pp. 292-293(C. Rossiter ed. 1961). This Constitutionally mandated division of  
19 authority "was adopted by the Framers to ensure protection of our fundamental  
20 liberties." Gregory v. Ashcroft, 501 U.S. 452, 458 (1991) (internal quotation marks  
21 omitted). "Just as the separation and independence of the coordinate branches of  
22 the Federal Government serves to prevent the accumulation of excessive power in  
23 and on branch, a healthy balance of power between the States and the Federal  
24  
25

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE21

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Government will reduce the risk of tyranny and abuse from the either front." U.S.  
2 v. Lopez, U.S. 549 (1995):  
3

4 **26.** Individuals/defendants' listed above, live and work in  
5 the sovereign State of Washington and have continuity  
6 relationship to each others entities..

7 27. Defendant/Tortfeasers misrepresented predatory loan,  
8 and mortgage fraud, modification mortgage fraud, committing a  
9 tort act on the Erickson's home took place in the State of  
10 Washington.

11 28. All direct Tort acts of the defendants giving rise to  
12 plaintiffs' personal mortgage causes of action, originated and  
13 took place in King County, inside the sovereign boundaries of  
14 plaintiff's/[nationals] borders of the state of  
15 Washington. The economic harm has occurred to the Erickson's  
16 business and livelihood located inside the sovereign boundaries  
17 of the State of Washington. Washington law RCW 9.91.010,  
18 protects the plaintiff's civil right within the boundaries of  
19 the State of Washington. 18 U.S.C. §1964 provides for civil  
20 remedies for Racketeer influenced and corrupt organization  
21 (RICO) violation:

22 **IV. ALLEGATIONS AND CLAIMS**

23 Plaintiffs/Complainant's reallege each and every allegation  
24 contained in paragraph 1. through herein. Organized and  
25 conspired **WRONGFUL INTENT:**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE22

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1. Defendants conspired organized fraud, and honest service fraud against plaintiffs' and plaintiffs customers in the multiples, committing multiple violations by multiple individuals throughout the State of Washington, causing economic harm.

## **VIOLATION OF ESTTOPEL LAW**

1. Defendants have committed both mortgage fraud and modification mortgage fraud. The plaintiff's were mislead to believe they had been approved for a modification loan; paid the modification payments for five months then were intentionally lead into detrimental harm, and foreclosure status by misrepresented and [**dishonest service fraud**] mortgage servicing fraud:

2. Defendants have violated Estoppel law: Estoppel includes being barred by false representation or concealment (equitable estoppel), failure to take legal action until the other party is prejudiced by the delay Estoppel by silence. No man can contradict his own act or deed. An estoppel arising when a negligent person induces someone to believe certain facts, and then the other person **reasonably and detrimentally relies on that belief.**

3. Estoppel by representation: An estoppel arises when one makes a statement or admission that induces another person to believe something and that results in that person's reasonable and detrimental reliance on the belief. A promissory estoppel is a contract law doctrine. It occurs when a party reasonably

SECOND SERVED AMENDED

**COMPLAINT AND CAUSE OF ACTION**

PAGE23

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 relies on the promise of another party, and because of the  
2 reliance is injured or damaged. Estoppel is a legal doctrine at  
3 common law, where a party is barred from claiming or denying an  
4 argument on an equitable ground. Estoppel complements the  
5 requirement of consideration in contract law. In general,  
6 estoppel protects an aggrieved party, if the counter-party  
7 induced an expectation from the aggrieved party, and aggrieved  
8 party reasonably relied on the expectation and would suffer  
9 detriment if the expectation is not met.

10 4. Estoppel prohibit an individual or group from being  
11 harmed as a result of another's deeds, statements or promises,  
12 when later actions or statements contradict or undermine what  
13 was originally stated, promised, or inferred.

14 - the victim must satisfy the court that it was reasonable for  
15 him or her to act on the relevant representation or promise, and  
16 what the victim did must either have been reasonable, or the  
17 victim did what the representor intended, and The victim would  
18 suffer a loss or detriment if the representor was allowed;  
19 to deny what was said or done—detriment is measured at the time  
20 when the representor proposes to deny the representation or  
21 withdraw the promise, not at the time when either was made, and  
22 in all the circumstances, the behavior of the representor is  
23 such that it would be unconscionable " to allow him or her to  
24 resile. Violated promisary Estoppel.

25 5. Defendants have violated **PROMISARY ESTOPPEL**  
Defendants have with wrongful intent harmed the Erickson's by  
Tortious actions, causing personal harm, misleading and  
misrepresenting the modification loan. And now claiming in the  
last letter received by the Erickson's that the Erickson's did

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE24

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 not even pay the modification payments, acting like they never  
2 gave us a letter they had unapproved us. Exhibit B,16:  
3

4 6. Chase Bank then purchasing loans based on mortgage fraud  
5 as notes to money launder corrupt predatory **[BAD MONEY]**  
6 mortgages. 18U.S.C.1956-57, U.S.C.A.1956, prohibits money  
7 laundering. [Cases :United States v,34 C. J. S. United States **§§**  
8 162-163.]. Money- laundering is defined in Blacks Law Book as:  
9 The act of transferring illegally obtained money through  
10 legitimate people accounts so that its original source cannot be  
11 traced. Money -laundering is a federal crime. 18 U.S.C.A. § 1956,  
12 however has provisions under 18 U.S.C. § 1956-1957 in a civil action. The  
13 mortgage documents for our mortgage and millions of mortgages  
14 have been shredded so origin **cannot be traced [EVEN SHREDDED**  
15 **DOCUMENTS]**, so value and ownership cannot be traced. It is also  
16 addressed through the state governments, e.g., through the  
17 Uniform Money Services Act. Because some money -laundering is  
18 conducted across national borders, enforcement of money-  
19 laundering laws often requires international cooperation,  
20 fostered by organizations such as Interpol.. ]

21 7. All actions of defendants/agents inside this Washington  
22 State jurisdiction allegedly represented Long Beach Mortgage, a  
23 company that is associated to WAMU in the original signing of  
24 the documents, and has been purchased by CHASE BANK in King  
25 County, State of Washington. Washington Superior Court has  
"general" jurisdiction, SUBJECT MATTER JURISDICTION AND  
TERRITORIAL JURISDICTION AND PERSONAL JURISDICTION AND IS  
COMPETENT TO HEAR ANY CASE OVER WHICH NO OTHER TRIBUNAL HAS

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE25

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 EXCLUSIVE JURISDICTION, AND HAS THE AUTHORITY TO HEAR THE VAST  
2 MAJORITY OF CASES.

3 8. Chase Bank mortgage serving then committing mortgage  
4 fraud upon the Erickson's, who's home is located inside the  
5 jurisdiction of the sovereign State of Washington. Such as sold  
6 to the Deutsch National Trust, defrauded the plaintiffs by mail  
7 fraud and wire fraud. See United States v. Hitchens: Hitchens tried to  
8 claim she was not guilty of mail and wire fraud because they did not have  
9 proof of who did it personally. "Who placed the documents in the mail".

10 9. However law enforcement need only (her argument was rejected  
11 this reason)per judicial proceedings interpreted the mail and wire fraud  
12 statutes has established that law enforcement need not show that person  
13 committing the fraud themselves placed the documents in the mail, or  
14 called on the phone(wire), law enforcement need only show that a person  
15 commits an act with knowledge that use of the mails or wires would follow  
16 in the ordinary course of business. Furthermore, evidence of business  
17 custom is sufficient to establish knowledge that this use of mail or wires  
18 would follow. 21

19 10. The Plaintiffs have subject matter jurisdiction and  
20 real interest in the subject matter: "A party lacks standing to  
21 invoke the jurisdiction of a court unless he has, in an  
22 individual or a representative capacity, some real interest in  
23 the subject matter of the action. ( State ex rel. Dallman v.  
24 Court of Common Pleas (1973), 35 Ohio St. 2d 176, 298 N.E. 2d  
25 515, syllabus. See Bellitri v. Ocwen; opinion: a party "must  
have some actual, justiciable interest. " Id.

11. Plaintiffs built their home in Auburn, Washington with  
their bare hands over thirty years ago, and have lived in this

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE26

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 home for over thirty years and paid taxes on this home for over  
2 thirty years, and have home equity loss and the value of the  
3 home is higher than the amount of the predatory loan, therefore  
4 [have a recognizable stake]: They must have a recognizable  
5 stake. Wahhl v. Braun, 980 SW.2d 322 (Mo. App., E.D. 1998).  
6 Lacking standing cannot be waived and may be considered by the  
7 court sua sponte. Brock v. City of St. Louis, 724 S.W.2d 721  
8 (Mo. App.E.D. 1987).

9 12. Defendants do not have proof of ownership of the  
10 mortgage: Defendant's did not produce proof of ownership of the  
11 mortgage when plaintiff's filed the dispute of ownership of the  
12 mortgage, in November 2009. A person lacking any right or  
13 interest to protect may not invoke the jurisdiction of a court.  
14 'Northland ins. Co v. Illuminating Co., 11<sup>th</sup> Dist. Nos. 2002-A-  
15 0058 and 2002-A-0066, 2004-Ohio-1529, at 17 (internal  
16 quotations and citations omitted).

17 13. The plaintiff's have loss of home equity.

18  
19 **FACTS**  
20  
21 1. Plaintiffs are protected by 18 U.S.C. §1964, which provides for civil  
22 remedies for Racketeer influenced and Corrupt Organizations (RICO) violations;  
23  
And 18 U.S.C. §1503, which prohibits the obstruction of justice  
24  
and "Honest Services Doctrine." Conspiracy and Honest Services Fraud ;  
25  
Persuant Section RICO ;1962(d) (183)C;(188);(D);(189);(193); and are subject to

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE27

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 RCW 9A.08.030 & are liable for RCW 9A.08.020; . Serving all the above by mail  
2 and wire violating Wire Fraud Act and Mail Fraud Act.  
3

4       2. Defendant's have violated the Truth and Lending Acts  
5 committing Mortgage Fraud and predatory lending which took place  
6 inside the State of Washington, and each and every individual  
7 State in the United States and has been deemed the largest  
8 organized crime in the history of the United States and possibly  
9 the globe. Causing economic hardship for thousands of citizens  
10 inside the State of Washington, effecting jobs, causing loss of  
11 jobs therefore loss of incomes and causing economic chaos,  
12 injuring the plaintiff's business and loss of home equity.

13       3. This is an economic crime at its worst. EXHIBIT 4;  
14 Causing the plaintiff's to be in bankruptcy and at risk of  
15 losing their home. Exhibit 13,14,16,17,19-22. Barnsdall Refining  
16 Corn. V. Birnam wood Oil Co., 92 F 2d 817; RCW 11.98.110; TILA  
17 15 U.S.C.1601"Regulation Z".  
18

19       4. Plaintiff's had a good solid business and can prove  
20 through accounting records, had built a huge business that grew  
21 every year until the mortgage fraud came to a climax and began  
22 dramatically draining the economy, with a bubble burst caused by  
23 mortgage fraud and organized crime. The mortgage fraud and  
24 servicing fraud has effected the United States and the entire  
25 globe. Exhibit 15&18 Exhibit B-1 and C.

5. Plaintiffs were mislead by the lender and defrauded by  
the mortgage servicing company and are among millions of  
homeowners who were also defrauded: Truth & Lending Act, Section

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE28

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 102 et seq, 15 U.S.C. Section 10601 et seq. Quino v. A-I Credit  
2 Com. 635 F. Supp. 151; Under truth in lending regulation  
3 providing that disclosure of consumer credit loan shall not be  
4 "stated, utilized or placed so as to mislead or confuse,"  
5 consumer, placement of disclosures is to be considered along  
6 with their statement and use. Truth in Lending Regulations,  
7 Regulation Z, Section 226.6(c), 15 U.S.C. following section  
8 1700. Geimuso v. Commercial Bank & Trust Co. 566 F.2d 437.

9 6. Any violation of the Truth in Lending Act, regardless of  
10 technical nature, must result in finding of liability against  
11 lender. Truth in Lending Act Section 130(a,e), Is U.S.C. Section  
12 1640 (a,e). In Re Steinbrecher. 110 BR. 1556, 116 A.L.R. Fed.881

13 7. Plaintiffs have a real interest in the subject matter :  
14 With some real interest in the subject matter. Civ.R. 17 only  
15 applies if the action is commenced by one who is sui juris or  
16 the proper party to bring the action. " Travelers Indemn. Co.  
17 v. R. L. Smith Co (Apr. 13. 2001.) 11<sup>th</sup> Dist. No. 2000-L-014. "   
18 Wells Fargo Bank, N .A. v, /Byrd. 178 Ohio App. 3d 285, 2008-  
19 Ohio-4603, 897 N.E. 2d 722. Plaintiff's have lived on this  
20 property for over thirty years, & built this home with their  
21 bare hands and have paid taxes on this home for over thirty  
22 years and have lost home equity , caused by the defendants  
23 wrongful egregious criminal actions.

24 8.Due to this global crime, Ohio courts have the inherent  
25 power to vacate the prior judgments in foreclosure. Patton v.  
Diemer (1988),35 Ohio St. 3d 68, 70, 518 N.E. 2d 952. The state  
courts of Massachusetts and Kansas have agreed on this matter.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE29

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       9. Truth in Lending Act Section 102 et seq; Truth in  
2 Lending Regulations, Regulation Z, Section 226.1 et seq., 15  
3 U.S.C. Section 1700. Griggs v. Provident Consumer Discount Co.  
4 503 F. Supp 246, appeal dismissed 672 F. 2d 903, appeal after  
5 remand 680 F.2d 927, certiorari granted, vacated 103 S. Ct, 400,  
6 459 U.S. 56, 74 L.Ed. 2d 225, on remand 699 E2d 642. Pursuant to  
7 regulations promulgated under Truth in Lending Act, violator of  
8 disclosure requirements is held to standard of strict liability,  
9 and therefore, borrower need not show that creditor in fact  
10 deceived biro by making substandard disclosures.

11      10. Truth in Lending Act, Sections 102-186, as amended, 15  
12 U.S.C. Section 1601-1667(e);Truth in Lending Regulations,  
13 Regulation Z, Section 226,8(b-d, 15 U.S.C. Section 1700 Soils v.  
14 Fidelity Consumer Discount Col. 58 B.R. 983;Once a creditor  
15 violates the Truth In Lending Act, no matter how technical  
16 violation appears, unless one of statutory defense applies,  
17 Court has no discretion imposing liability. "If any part of the  
18 consideration for a promise be illegal, or if there are several  
19 considerations for an unseverable promise one of which is  
20 illegal, the promise, whether written or oral, is wholly void,  
21 as it is impossible to say what part or which on of the  
22 considerations induced the promise." Menominee River Co. V.  
23 Augustus Spies L & C. Co., 147 Wis 559+, 572; 132 NW 1122. To  
24 qualify for protection of Truth in Lending Act [15 U.S.C.  
25 Section 1601 et seq.] Defendant's approved a modification plan;  
plaintiff's paid the modification payments for five months, in  
trust of "honest service", and detrimental reliance of the  
mortgage servicers promises that turned to purposely intended

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE30

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 misrepresentation to our detrimental harm, defendant's  
2 committing mortgage servicing fraud.

3 11. "Any false representation of material facts made with  
4 knowledge of falsity and with intent that it shall be acted on  
5 by another in entering into contract, and which is so acted  
6 upon, constitutes ':fraud, " and entitles party deceived to  
7 avoid contract or recover damages." Barnsdall Refining Corn, V.  
8 Birnam wood Oil Co, 92 F 2d 817. "In the Federal Courts, it is  
9 well established that a national bank has not power to lend its  
10 credit to another by becoming surety, indorse, or guarantor for  
11 him." Farmers and Miners Bank v. Bluefield Nat'l Bank, 11 F 2d  
12 83, 271 U.S. 669."

13  
14 12. Defendant's have violated Obstruction to Private Entrepreneurs; 44. Ld.  
15 At 997-98, 45; John H. Beslner e al. Class action "Corps Public Servants or Private  
16 Entrepreneurs? 57 STAN L. Rev 1441. (2005.) and have violated due process of the  
17 law. And interstate commerce, effecting the Erickson's business of Wake Up  
18 Beautiful, teaching permanent make up classes, to clients coming from all over the  
19 United States and their local business of Shelleys Total Body Works and Shelley's  
20 Suntan Parlor.

21  
22 13. Defendant's committing as predicate crimes, a conspiracy to commit a  
23 "pattern of Racketeering activity consecutively dated from January 2007 to todays  
24 date; "18 U.S.C. §1962(a)(b),(c) &(d).18 USC §1961(1)

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE31

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 **14. Defendants committing "Honest Services Fraud"; 18U.S.C. 1346;**

2 **Violating the "Honest services " Doctrine, and the "Conspiracy Act" and**  
3 **fraud.1962(d).**

5 15. Defendants have committed mortgage fraud and servicing  
6 fraud and violated the Truth in Lending Acts, and all the above  
7 mentioned violations, by wire and mail and violation of the  
8 "Honest Services" services Doctrine, committing Honest Services  
9 fraud" and have committed an economic crime that has harmed  
10 Plaintiffs' causing personal loss, effecting their home of over  
11 thirty years, income loss and their business, effected by the  
12 entire harm and economic loss of multiple families and  
13 businesses in the State of Washington, and interstate.

14 16. When dispute of mortgage was presented in November  
15 2009, and proof of who owns the mortgage was not answered to  
16 date : It went on to hold "If plaintiff(and or defendants')has  
17 offered no evidence that it owned the note and mortgage when the  
18 complaint was filed, it would not be entitled to judgment as a  
19 matter of law". The Erickson's have lived in this home for over  
20 32 years and have paid taxes on this home for over thirty two  
21 years, and were two years from paying off the mortgage before  
22 the mortgage fraudsters harmed the economy. Plaintiff's have  
23 loss of home equity, therefore have vested interest, demanding  
24 quiet title:

25 Plaintiff's are not waiving possible entitlement to  
**homestead rights or squatters rights, and adverse possession.**

17. Economic crimes of the fraudster banks caused  
plaintiffs huge loss of income causing them to take a out loan

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE32

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 to pay their personal debt, save their business and personal  
2 home and forced sale and transfer of all the properties owned by  
3 the plaintiff's except their home, trying to survive the  
4 economic losses caused by defendants and defendants  
5 representatives. The U.S. Mail and phone services have been used  
6 by the fraudster mortgage company and servicing company to  
7 defraud borrowers, violating the "mail Fraud" and "Wire Fraud"  
8 act 18.U.S.C. §1341 AND 18 U.S.C. §1343

9       18.UNFAIR PRACTICES : As consumers we were warned "NOT" to  
10 shop for loans because every time a bank checked on our credit  
11 report it would lower our credit score and a lower score would  
12 cause a higher interest rate, INVOLVING EQUIFAX, TRANS UNION AND  
13 EXPERIAN CREDIT SCORE COMPANIES, then mislead into  
14 misrepresented predatory home equity loan.

15       19. Plaintiffs disputed the mortgage in November 2009,  
16 never to receive a reply from the servicing company, nor alleged  
17 lender: To qualify for protection of Truth in Lending Act [15  
18 U.S.C. Section 1601 et seq.] Plaintiff must show that disputed  
19 transaction was a consumer credit transacting not a business  
20 transaction.

21       20. Owners were mislead into a misleading, confusion of  
22 documents an attorney should have read and still may have been  
23 confused, we find now we never should have trusted the lender,  
24 plaintiff's find we cannot trust the servicing company. .

25       21. Question of whether lender's Truth in Lending Act  
disclosures are inaccurate, misleading or confusing ordinarily  
will be for fact finder; However, where confusing, misleading  
and inaccurate character of disputed disclosure is so clear that

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE33

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 it cannot reasonably be disputed, summary judgment for plaintiff  
2 is appropriate.

3 22. Under the facts at hand the Defendants Bank has  
4 patently violated the Truth in Lending Act, at all relevant  
5 times the Bank misled and attempted to confuse Plaintiff's. The  
6 Bank did not provide appropriate disclosure as required by the  
7 truth in Lending Act in a substantive and technical manner. "It  
8 is not necessary for recession of a contract that the party  
9 making the misrepresentation should have known that it was  
10 false, but recovery is allowed even though misrepresentation is  
11 innocently made, because it would be unjust to allow one who  
12 made false representation, even innocently, to retain the fruits  
13 of a bargain induced by such representations." Whipp v. Iverson,  
14 43 Wis 2d 166.

15 23. PLAINTIFFS WERE FLAT OUT TOLD TO ALLOW THEIR MORTGAGE  
16 TO BECOME THREE MONTHS DELIQUENT, to qualify for a modification  
17 loan, (however plaintiffs' resisted until we were no longer able  
18 to stay ahead of being three months behind), by the servicing  
19 company. WITNESS TO THIS SAME PRACTICE FROM CHASE BANK SERVICES  
20 ARE MR AND MRS JEFF & TARA DAVIS, Kim Simms, Barbara Hockenson,  
21 Rory need last name, Darcee Davis, (and many more witness will  
22 testify to these claims), whom have also resisted for now and are  
23 in harms way by wrongful intent by mortgage fraudster. Homeowner  
24 witness will testify the mortgage fraudster have told them, they  
25 will not qualify for a modification loan unless they are at  
least three months behind.

24. Plaintiffs were lied to and mislead by the mortgage services company to have approved the modification loan, then

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE34

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 tell the plaintiffs they have been unapproved due to Obamma  
2 changes and the modification payments are not considered to be  
3 full payments only partial payments so the Erickson's now have  
4 to come up with over twenty five thousand dollars, because the  
5 now considered partial payments have mislead the Erickson's into  
6 foreclosure status: "If any part of the consideration for a  
7 promise be illegal, or if there are several considerations for  
8 an unseverable promise one of which is illegal, the promise,  
9 whether written or oral, is wholly void, as it is impossible to  
10 say what part or which one of the considerations induced the  
11 promise." Menominee River Co. V. Augustus Spies L & C. Co., 147  
12 Wis 559+, 572; 132 NW 1122.

13 **25. Defendants have committed Obstruction to Private**

14 **Entrepreneurs, BY MAIL AND WIRE, by mortgage fraud and mortgage**  
15 **servicing fraud, causing economic harm and committing economic**  
16 **crime by way of the mail and wire, violating mail fraud act and**  
17 **wire fraud act and RICO Act.**

18 26. Multiple defendants listed above have conspired in  
19 multiple entities to take part in mortgage fraud, predatory  
20 lending, and mortgage servicing fraud, causing economic harm to  
21 plaintiffs and thousands upon thousands of citizens of the State  
22 of Washington, causing economic harm including loss of jobs, and  
23 homes, by these fraudsters and organized criminals, partaking in  
24 one predatory loan at a time, and now taking one house at a time

25 27. In massive amounts presently causing fifty percent of  
the homes in the U.S. to be underwater and massive homes being  
foreclosed on due to economic loss. Witness; Willie Winstead,  
Kin, Tara Davis and her husband Mr. Davis, Barbara Hockenson and

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE35

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 more witnesses will testify to the unscrupulous, misleading  
2 trickery, and duping of the borrowers leading them all into  
3 detrimental harm, and emotional distress and mortgage servicing  
4 fraud, until massive homeowners have given up in distress and  
5 all hope, after being clearly beat around the bush so badly they  
6 have been mentally beaten to give up realizing they have been  
7 defrauded, duped and there is no hope to save their homes. The  
8 mortgage servicing companies and the lenders make sure there is  
9 no personal contact person for home owners to hold accountable  
10 for their promises, or to follow up on any loan or conversation,  
11 hiding behind the wires/phones, actually using the wire to  
12 defraud homeowners and create confusion and misrepresent the  
13 loans.

14 28. The defendants have caused the Erickson's loss of business that has  
15 effected interstate commerce, by our losses effecting our purchases supplies and  
16 retail items and equipment normally purchased out of state from Cleo Colors,  
17 Suntan Supply Co. formally known as ETS Derma Source in Portland Oregon.,  
18 Advertising from out of state companies we can no longer afford. Future Industries  
19 from lamp and equipment purchases to, lotions and permanent make up supplies  
20 purchase from out of state. Our purchases from local Costco store exceeded thirty  
21 thousand a year and now are below several thousand a year, resale items brought in  
22 from multiple states. Local purchases of resale items from local distributors come  
23 from all over the U.S. have been cut to a tenth of our normal purchases, adding to  
24 economic loss in a scope beyond the Erickson's personal losses. Plaintiff's had to lay  
25 off employees as well and went from six employees to zero employees. Loss of  
properties/ real state. Loss of my permanent make-up classes and permanent make  
up supply business due to financial losses that prohibit the international  
advertising to keep the business ongoing.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE36

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

## V. MORTGAGE SERVICING FRAUD:

1. April 2009, the fraudster mortgage servicing company told the plaintiff's by wire (phone) they had been approved for a modification loan, the paperwork was in the mail. May 29, 2009 the plaintiff's receive a letter violating ["mail fraud"], and "wire fraud", stating the plaintiff's were being sent [temporary] coupons for a[ trial modification period.] "You may continue to receive your normal statement during this trial period, [ANOTHERWARDS DO NOT MAKE FULL PAYMENTS] but please do not use it for making future payments. Once your modification is effective, normal billing statements reflecting the modified terms will resume. If you make all [3] trial period payments on time [THE ERICKSON'S DID MAKE THESE PAYMENTS AND NOW THE SERVICING COMPANY CLAIMS WE DID NOT]and comply with all of the applicable program guidelines. [ERICKSON'S HAD BEEN TOLD THE SERVICING COMPANY HAD RECEIVED ALL THE PAPERWORK NECESSARY AND WE WERE APPROVED OVER THE PHONE, THEN THIS LETTER COMES TO US], you will have qualified for a final modification. [The plaintiff's had already been told they had qualified for a modification loan, by phone.] The servicing company had never

SECOND SERVED AMENDED

**COMPLAINT AND CAUSE OF ACTION**

PAGE 37

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 mentioned a word to us about a modification trial period over  
2 the phone.

3       2. During 2009 through 2010. Tara & Jeff Davis, clients of  
4 the Erickson's had been trying to get a modification plan.  
5 Plaintiff's warned them of what had just happened to us, so she  
6 called the service company to ask if this is what they had  
7 planned to do to them, and she was told oh yes this can happen  
8 to you. She asked why they had not mentioned this with no reply.  
9

10      3. (Plaintiff's paid five months of modification payments,  
11 before they received the letter to come up with the difference  
12 of twenty five thousand dollars or be foreclosed on) However,  
13 there may be a period of time between your last trial payment  
14 and your first modification payment as we finalize the documents  
15 and get them back from you. During that interval, you should  
16 make a continuation payment at the trial period amount, and an  
17 extra coupon has been provided for that purpose. That payment  
18 will be applied as a principal reduction payment when your final  
19 modification is effective." **SEE EXHIBIT #1&5.**  
20

21      4. VIOLATION OF ESTTOPEL LAW: May 2009 through October  
22 2009, the plaintiff's paid the modified payment. September 2009.  
23 October 13, 2009, Plaintiff's receive a letter from Chase

24  
25 SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE38

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 servicing department stating the plaintiff's do not qualify,  
2 after being told they were approved  
3 and qualified and had made **[FIVE] modification payments**. ["mail  
4 fraud"] and ["Wire fraud"]. VIOLATING ESTOPEL LAWS AND COMMITTING  
5 MORTGAGE SERVICING FRAUD.

6 5. Plaintiff's call Chase servicing department and ask how  
7 Chase can tell them they are approved and pay for five months  
8 then tell them they are unapproved? Plaintiff's are told due to  
9 the present changes during our modification trial period with  
10 the Obama plan we have been unqualified now. **EXHIBIT 6**

11 6. Plaintiff's are told because the modification payments  
12 were partial payments the servicing company does not accept the  
13 payments to be full payments, only partial payments therefore  
14 the plaintiff's, have fallen into foreclosure status, and owe an  
15 additional \$25,000.00 or the mortgage company will foreclose on  
16 the plaintiff's home.

17  
18 October 28, 2009, The plaintiff receive a DEBT VALIDATION  
19 LETTER from Chase , RE:Chase Loan No. : 0697646826: **EXHIBIT 2**

20 7. October 2009, after receiving this letter, I go to Diane  
21 Fritschi, manager of Chase Bank in Auburn, Washington, to see if  
22 Diane could talk to the servicing department. Diane calls the  
23 servicer and is told due to the changes in the Obama plan  
24 the Erickson's have been unqualified for the modification loan.

25 8. October 2009, Mrs. Erickson goes to attorney Sarah Small  
Point-Du Jour whom draws up **a letter of dispute of ownership** of  
the mortgage, asking for proof of who owns the mortgage and she

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE39

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 mails this letter certified mail to the mortgage servicing agent  
2 and the mortgager on November 11, 2009. The mortgage

3 **company/servicing company has never answered the letter of**  
4 **dispute. EXHIBIT 3**

5 9. Sarah Small Point Du Jour, refers me (Mrs. Erickson) to  
6 Melissa, a predatory lending attorney, who agrees Chase Mortgage  
7 has defrauded plaintiff's, however she is unfamiliar with this  
8 subject and recommends the plaintiff's file bankruptcy.

9 10. We are in the middle of filing for bankruptcy caused by  
10 the mortgage fraudsters. I have chosen to do the complaint and  
11 cause of action claim Pro Se. And let Melissa file bankruptcy  
12 for us, AND ARE FOR NOW TRYING TO AVOID BANKRUPTCY.

13 11. The servicing and mortgage agents, and are in fact loan  
14 sharks, acting as discriminating predatory lenders and criminals  
15 committing organized crime at its worst. Defendants have  
16 mislead the Erickson's committed fraud, deception, and tort  
17 against the Erickson's, by phone calls and mail, violating the  
18 "Mail Fraud" Act and "Wire Fraud" Act, therefore violating the  
19 "RICO ACT". Including MULTIPLE RESIDENTS OF THE STATE OF  
20 WASHINGTON.

21 Plaintiff's claim the mortgage fraudsters are conspiring a  
22 complete takeover of smaller corporations, smaller banks, the  
23 economy, controlling the entire economy and millions in  
24 individual homeowners by way of all the listed claims in this  
25 document, committing organized crime, using multiple entities  
and corporations that have continuity and relationships.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE40

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       12. The defendants have blank mortgage assignments they  
2 possess transferring nothing. A mortgage is a conveyance of  
3 land.

4       The various agreements between the securitization entities  
5 stating that each had a right to an assignment of the mortgage  
6 are on themselves an assignment and they are certainly not in  
7 recordable form. The issues in this case are not merely  
8 problems with paperwork or a matter of dotting i's and crossing  
9 t's. Instead, they lie at the heart of the protections given to  
10 homeowners and borrowers by the Washington legislature.

11       13. To accept the defendants arguments of this alleged debt  
12 being enforceable and collectable and to allow them to take the  
13 Erickson's home without demonstrable right to do so, based upon  
14 the assumption that they ultimately will be able to show that  
15 they have that right and the further assumption that potential  
16 bidders will be undeterred by the lack of a demonstrable legal  
17 foundation for the sale and will nonetheless bid full value in  
18 the expectation that the foundation will ultimately be produced,  
19 even if it takes a year or more. The law recognizes the  
20 troubling nature of these assumptions, the harm caused if those  
21 assumptions prove erroneous, and commands otherwise. " (Italic  
22 emphasis in original.) (U.S. Bank National Association v.  
23 Ibanez/Wells Fargo v. Larace).  
24 "By statute, assignment of the mortgage carries with it the  
25 assignment of the debt....Indeed, in the event that a mortgage  
loan somehow separates interests of the note and the deed of  
trust, with the deed of trust lying with some independent

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE41

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 entity, the mortgage may become unenforceable. The practical  
2 effect of splitting the deed of trust from the promissory note  
3 is to make it impossible for the holder of the note to  
4 foreclose, unless the holder of the deed of trust is the agent  
5 of the holder of the note.

6 14. Without the agency relationship, the person holding  
7 only the note lacks the power to foreclose in the event of  
8 default. The person holding only the deed of trust will never  
9 experience default because only the holder of the note is  
10 entitled to payment of the underlying obligation. The mortgage  
11 loan becomes ineffectual when the note holder did not also hold  
12 the deed of trust." (Citations omitted; emphasis added.) The  
13 defendant's /mortgage fraudsters have taken proof of who owns  
14 the the mortgage documents and shredded them or disposed of them  
15 to enable the fraudsters to sell the mortgages without proof of  
16 their value, hiding their true value to sell and resell and  
17 slice and dice the mortgages to get away with money laundering  
18 and being paid several times over for the same documents,  
19 defrauding the buyers and the sellers and are now stealing the  
20 mortgages back without proof of ownership, to hide their crime,  
21 causing economic hardship for almost every citizen in the United  
22 States including the Erickson's and injuring their business of  
23 over thirty years, EGREGIOUSLY, maliciously, wrongfully causing  
24 emotional stress to the Erickson's and multiple in the thousands  
25 of citizens, and customers of the Erickson's residing in the  
state of Washington, causing all residents of Washington State  
home equity loss.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE42

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       15. 'The fraudster servicing companies have pretended over and over to  
2 receive only partial documents, from the home owners only to collect the thousand  
3 dollars( EACH TIME they pretended to do the modification papers) from the  
4 government to do the paperwork for the modification loans. **EXHIBIT 12 :**

5 **Witness Willie Winstead will be called as a witness to testimony, that he**  
6 **has experienced the same up to fourteen time. Thus the servicing**  
7 **companies literally stealing billions of dollars from our tax base to pay off**  
8 **the tarp money, with our own tax dollars. Witnesses Tara Davis and her**  
9 **husband and Kim Simms, Willie & Shuran Winstead and more will testfy to**  
10 **the same misleading mortgage servicing fraud above. I do not waive any**  
11 **rights to adding witnesses to my case.**

12       16. The Erickson's sent the same documents in up to twelve  
13 times, before being told the servicing company had received all  
14 the documents and had finally been approved, by phone.

15       The defendants have used abusive and threatening and  
16 deceptive and harassing collection practices. The defendants are  
17 demanding quiet title due to uncollectible and unenforceable  
18 mortgage debts, based on Mortgage fraud and deceptive ,  
19 misrepresented modification loan service; Honest Services fraud  
20 and violation of multiple TILA Acts.

21       17. The defendants defrauded the Erickson's telling the  
22 plaintiff's they were approved for a modification loan, then  
23 sending a trial modification letter , making an agreement with  
24 the Erickson's to pay modification payments and to ignore the  
25 regular payment statements. The Erickson's made modification  
payments for five months , then are told the mortgage company  
has changed its mind the plaintiff's are Unqualified. **All part**  
**of a con job by organized criminals.**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE43

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 18. Deceptive egregious individuals involved with  
 2 committing misleading mortgage modification fraud to lead  
 3 homeowners into foreclosure, making false promises, for  
 4 servicing kick backs, that are money from our taxes given to  
 5 them by our government, causing emotional stress beyond the  
 6 meaning of emotional stress to thousands of forlorn families,  
 7 being put out into the streets, homeless, by fraud and  
 8 conspiracy, including the Ericksons/plaintiff's. Most  
 9 homeowners giving up the battle and hope of modification help,  
 10 realizing they have been duped, with no funds or knowledge to  
 11 lawfully file claims against these fraudsters and flat out  
 12 conspiracy con artist. It is beyond sickening. Home owners like  
 13 myself that have gone to attorney's to fight this are told  
 14 either we do not have enough money to battle this truly fraud,  
 15 or the attorney is not familiar with this kind of fraud, and  
 16 does not know how to file a claim for them. Washington  
 17 attorneys claim to only know how to file bankruptcy. "Willie  
 18 Winstead has talked to seven attorneys. Home owners are flat  
 19 out scared and feel totally defeated, suffering extreme  
 20 emotional distress, some of my clients tell me they are  
 21 considering suicide, some tell me they cry as they drive down  
 22 the street wondering if they will ever be able to own a home  
 23 again. These mortgage fraudsters have committed the hugest most  
 24 massive egregious economic attack on the people of the state of  
 25 Washington in our history, and the entire globe, undermining our  
economy and then receiving bail out money, then on top of that  
recieveing equivalent mortgage servicing money for modification  
loans they never intended to honestly do, to fill their pockets,

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE44

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 claiming they have not received the paperwork over and over for  
2 months, defrauding the homeowners and delaying homeowners until  
3 they foreclose on homeowners, litterally stealing their homes  
4 now, when these fraudsters are the very root and origin of the  
5 damage caused to us homeowners, effecting fifty percent of the  
6 mortgages in the state of Washington, and the U.S.

7 19. August 2010, Darcee Davis can testify to never  
8 submitting a modification loan request and she is one of the few  
9 that received a modification payment[remember the servicing  
10 company now only receives a kick back for every modification  
11 payment closed, where last year and a half they received a kick  
12 back for each and every time the modification papers were looked  
13 at , which gave the servicing company incentive to claim the  
14 paperwork never or in part did not show up, allowing them a kick  
15 back of a thousand dollars every time they restarted the  
16 paperwork]; Now Darcee Davis/witness is given a modification  
17 loan without requesting the modification loan, only with an  
18 increased hundred dollars a month, when she is already in a  
19 hardship to pay the payment she has and is forced to pay out an  
20 increased payment, however the mortgage servicing company  
21 benefited by closing a modification loan for her and now  
22 receives a hundred dollars more a month. NOW THE MORTGAGE  
23 COMPANY CAN RECEIVE SERVICE FEES FOR A LOAN THAT WAS NOT IN  
24 DEFAULT AND CLAIM THEY ARE CLOSING MODIFICATION LOANS, AND PUT  
25 AN ALREADY HARDSHIP HOMEOWNER INTO A GREATER HARDSHIP THAN SHE  
HAD, POSSIBLY SETTING HER UP FOR FUTURE FORECLOSURE.

20. The Plaintiff's submitted and resubmitted documents by fax, for over ten months before the mortgage company finally

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE45

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 stated they had received all the copies, AFTER FAXING THREE  
2 COPIES OF THE PAPERS IN ONE DAY TO TRY TO GET ALL COPIES TO THEM  
3 BECAUSE THEY CLAIMED THEY HAD NOT RECEIVED ALL THE PAPERWORK FOR  
4 MONTHS. The mortgage fraudsters therefore USING THE WIRE FOR  
5 FRAUD, before the Erickson's were given notice by phone, they  
6 were approved for the modification loan. The Erickson's were not  
7 told they would receive a trial modification, until they  
8 received the trial modification letter.

9 The mortgage fraudsters are receiving Billions in bail out  
10 money misusing tax dollars, then collecting billions of dollars  
11 from our tax pool to service modification loans, then  
12 misrepresent the modification loans to finally steal the tax  
13 payers homes and home equity. It is a win win situation for the  
14 mortgage fraudsters and a loose....loose....loose! situation for  
15 the homeowner and tax payers, being defrauded multiple times by  
16 the big banks.

17

18 **VI. ESTOPPEL LAW VIOLATED AND MORTGAGE SERVICING FRAUD**

19

20 1. Plaintiff called the servicing agent in **May, 2009** to see  
21 if I was approved for our modification loan, I was told the  
22 modification was approved and I would be receiving the paper  
23 work soon. Approximately a week later after I paid the June  
24 payment I received a letter dated May 29, 2009, telling me:  
25 According to our records we have recently sent you a Home  
Affordable Trial Modification package. If you have not already  
remitted the payments as detailed in that package, please use

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE46

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 the temporary payment coupons enclosed with this letter. If you  
2 have already remitted some of the payments, please disregard the  
3 respective coupon for that month's payment but use the remaining  
4 coupon(s) going forward. I am told by multiple customers they  
5 have never received any package of papers they have been  
6 promised. The plaintiff's called the mortgage company over and  
7 over to tell them we did not receive any package, only the  
8 modification coupons and are told it is coming never to come.

9       2. We never received this package they are talking about,  
10 so we went directly to the bank to pay the first payment the  
11 servicing company told us to pay on the first of June, 2009.  
12 The bank refused the payment and told us we had to send the  
13 payment directly to the servicing agent.

14       3. June 2009, I called the servicing agent and told them we  
15 had not received the packet, that I needed the address and sent  
16 a cashiers check directly to them for the June modification  
17 payment. Shortly after I made the payment I received the letter  
18 dated June 29, 2009 with payment coupons attached to the letter,  
19 and nothing more. The letter continued to say: You may continue  
20 to receive your normal statement during this trial period. (We  
21 did not), but please do not use it for making future payments.  
22 Once your modification is effective, normal billing statements  
23 reflecting the modified terms will resume. If you make all (3)  
24 trial period payments on time and comply with all of the  
25 applicable program guidelines, you will have qualified for the  
final modification. Plaintiff's had already been told by  
wire/phone we had been approved.

4. Approximately the second and third payments, plaintiff's

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE47

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 called in by phone, the servicing company told plaintiff's their  
2 computers were down and to try again in a couple of weeks. That  
3 did not sound right to me, so we tried to call in a phone  
4 payment in a couple of days and made the payments by phone.  
5 (We were told by the servicing agent, the company had received  
6 all the necessary paperwork, and we were approved for the  
7 modification loan. I had faxed all the requested material and  
8 document to the serving company in order to receive the  
9 modification loan.)

10 5. The servicing company letter continues. However, there  
11 may be a period of time between your last trial payment and your  
12 first modification payment as we finalize the documents and get  
13 them back from you. During that interval, you should make a  
14 continuation payment at the trial period amount, and an extra  
15 coupon has been provided for that purpose.

16 6. The coupon page consisted of this: Please use the  
17 temporary coupons below during your trial modification period  
18 and be sure to include your loan number on your check.  
19 If you have already remitted some payments or have set up  
20 electronic payments for future payments under the trail plan,  
21 please disregard these temporary coupon(s) for those months. If  
22 you prefer to make your payment by phone, (Which we did) or have  
23 any questions about these temporary coupons, please call us at  
24 (866) 926-8937. During your trial modification period, we are  
25 waiving any telephone payment fees and can schedule your  
payments in advance to help make it easier to keep your trial  
plan current. If your loan is in foreclosure, certified funds  
are required.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE48

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       7. Additionally, you may not receive statements during the  
2 trial modification months. Normal billing statements reflecting  
3 the modified terms will resume once your trial modification is  
4 effective. These two papers were the only papers we received  
5 until the October 13, 2009 letter. [This letter : Stating the  
6 bank was now refusing the modification loan, they had already  
7 approved. I called the servicing agent and asked why I received  
8 a letter saying no after I was told in May 2009 that I was  
9 approved and I have made five modification payments, about to  
10 make the sixth in November(The sixth payment went into my  
11 attorney for bankruptcy's trust fund)?

12       8. The servicing agent told me I qualified then however  
13 during the modification trial period and the finalizing of the  
14 loan the rules have changed and I do not meet the new  
15 requirements.

16 During this call it was the first time the servicing company  
17 informed me why I owed over \$25,000.00. I was told the  
18 modification payments are now considered partial payments and I  
19 now have fallen behind long enough to go into foreclosure.  
20 If I had been warned the modification payments would not be  
21 considered full payments I would never have agreed to make the  
22 modification payments. I was tricked, misinformed and deceived.  
23 I would never have allowed my house to be in foreclosure. The  
24 mortgage fraudsters have voided their contract by means of  
25 mortgage fraud and misrepresentation. I have struggled to keep  
my house out of foreclosure. I believed this program was to  
help you, not set you up for foreclosure INSTEAD. This is  
illegal according to the estoppel law. ESTOPPEL: The Supreme

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE49

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Court noted that the theory of judicial estoppel "prevents a  
2 party from asserting one position in a judicial proceeding and  
3 later taking an inconsistent position to gain an advantage".  
4 Estoppel includes being barred by false representation or  
5 concealment(equitable estoppel), failure to take legal action  
6 until the other party is prejudiced by the delay Estoppel by  
7 silence. **reasonably and detrimentally relies on that belief. The**  
**mortgage companies are prejudicing all homeowners applying for**  
**modification loans by delay , then taking legal action to steal**  
**their homes.**

9. I was told over the phone on every phone call to the  
10 servicing agent that I owed a balance over due on the loan. And  
11 I told the person on the phone I am in the middle of a  
12 modification loan and that debt will be added to the end of the  
13 loan when my modification is finalized. The party told me " I  
14 know I just am obligated to tell you this. I was never informed  
15 I would be put in detrimental harm and forced into foreclosure.  
16 I was never told the payments would not be considered full  
17 payments. I was never told the modification approval was a trial  
18 approval. I was told the servicing company had received all the  
19 paper work necessary and had approved my modification loan and I  
20 would be receiving documents in the mail, I never received.

21 10. There must be evidence to show that the representor  
22 actually intended the victim to act on the representation or  
23 promise, or . **EXHIBITS 1, & 5.**

24 11. In the letter I received to my surprise, I was under  
25 the understanding and misrepresentation the servicing company  
was acknowledging once I completed the trial modification

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE50

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 payments I would receive my final modification. I was never told  
2 other wise. The servicing company has been purposely delaying  
3 the modification loans to every homeowner in the state of  
4 Washington, building up fees for paperwork and servicing, and  
5 leading the homeowner to foreclosure.

6 12. The servicing agents have more incentive to foreclose  
7 to earn more service fees immediately than to finalized  
8 modification loans: Now the servicing agent is pushing for a  
9 foreclosure to add more fees for their service that will be paid  
10 at foreclosing, that otherwise may not have been paid for a long  
11 time or never. It is all a scam. procrastinating while using  
12 trickery to cause detrimental harm, by concealing information  
13 that my loan would be put in harms way while making trail  
14 modification payments for kick backs, and the benefit of money  
15 paid to the servicing agents. Then legally going after  
16 Plaintiffs home after being delayed and directed to pay partial  
17 payments called modification payments until plaintiff's were  
18 prejudiced by the delay ad now we find partial payments that  
19 lead us into detrimental harms way and foreclosure.

20 13. The Erickson's reasonably relied on the promises of the  
21 mortgage serving company; PROMISARY ESTOPPEL: The doctrine of  
22 promissory estoppel prevents one party from withdrawing a  
23 promise made to a second party if the latter has reasonably  
24 relied on that promise and acted upon it to their detriment. An  
25 unequivocal promise by  
words or conduct. Evidence that there is a change in position  
of the promise as a result of the promise. **EXHIBITS#1& 5.**

14. I have never allowed the mortgage to fall into danger  
of foreclosure being enforced. The Erickson's were not in  
danger of default or repossession until the servicing agent  
directed the Erickson's to make the modification payments,  
without informing the Erickson's by making the modification

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE51

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 payments the Erickson's would be putting our home/mortgage in  
2 detrimental harm. The servicing agent has put me in danger of  
3 being foreclosed on any day, without notice until the Erickson's  
4 home/mortgage was already in harms way./detriment. The  
5 modification plan was unconscionably egregiously used by the  
6 servicing company to set up the Erickson's mortgage to go into  
7 default. Consolidation Equity Loan 2002 after Erickson's  
8 completed remodeling commercial buliding. Exhibits D and E. The  
9 Erickson's had over an eighthundred credit score for years up to  
10 2003, loosing credibility due to the losses caused by the  
11 mortgage fraudsters and mortgage serving agent fraudsters,  
12 including the Equifax, Trans Union , and Experian downgrading  
13 your credit score if you mortgage shopped, doing away with your  
14 right to privacy, and lowering credit scores if individuals that  
15 never had permission from you to inquire on your credit score,  
16 when I have attempted by e-mail and in writing over a half a  
17 dozen times to find out my credit score and paid them money for  
18 a free credit score including fica score and have never received  
19 it to this day. Credit loss and financial loss, due to  
20 unprecedented devastating economic harm, caused by tortfeasors,  
21 agents for the mortgage fraudsters.

22  
23 **VII. WRONGFUL INTENT CAUSES ECONOMIC HARDSHIP**

24 1. I requested this modification loan because my small  
25 business has been effected by the slow economy, which caused me  
to take out this loan to begin with, to save my mortgage again,  
not to cause the mortgage to fall behind farther than it was.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE52

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 I trusted this company to treat me fairly and I have been trying  
2 for a year to work with this unfair, unscrupulous unconscionable  
3 predatory servicing company and mortgage fraudster company, only  
4 to be deceived and become prey of a delayed estoppels by  
5 silence..

6 2. These predatory unconscionable, egregious, deceptive  
7 servicing agents have to be stopped from this trickery, and  
8 organized crime. This cannot go on. Massive people are hurting  
9 and they are heartlessly taking advantage of each and every one.  
10 Actually stealing their homes after causing a bubble burst by  
11 illegal activity, causing global economic loss, putting millions  
12 of people and millions of home in detrimental harms way created  
13 by organized crime. Causing emotional distress to millions of  
14 homeowners in Washington State.

15 3. June 2009 through October 2009, (putting the sixth  
16 November 2009 payment into a trust with my bankruptcy attorney)  
17 , I in earnest paid the modification loan payments for six  
18 months, not knowing or being told in any way that by paying the  
19 modification payments, I was being time delayed, and falling  
20 behind in my payments which has put me in detrimental harms  
21 way and the threat of foreclosure, and the modification payments  
22 would only be considered a partial payment. I would have chosen  
23 to keep making the larger payments until the modification loan  
24 was finalized if I had been notified of the payments only being  
25 allowed to be considered as partial payments.

4. I have been requesting relief and help with a  
modification for months that could have helped me sooner. This  
procrastination has harmed me. I believe this detrimental harm

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE53

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 was the intent of the servicing company. It is deceitful  
2 trickery, using concealment and fraudulent predatory servicing,  
3 WHILE MAKING A THOUSAND DOLLARS FOR EACH TIME THE SERVICING  
4 COMPANY REVIEWED THE LOAN DOCUMENTS, this incentive enabled by  
5 government promises to pay in advance for each loan reviewed,  
6 without the loan being closed.

7 5. These organized criminal Fraudster's now claim I never  
8 made my modification payments. **EXHIBITS B #16 &16A**; The sixth  
9 payment went to my attorney to hold in trust. Exhibits already  
10 listed prove I did pay these modification payments

11 6. For all the reasons above Plaintiffs truly believe the  
12 banks are doing a takeover of the American homes and economy:  
13 Witnesses; customers of plaintiff's; Willie Winstead, Darcee  
14 Davis, Tara and Jeff Davis, Linda Hoffman, Jerra Klegan, Debe  
15 Flower, Ryan Erickson, and Kena Hernandez, Kim Simms, Barbara  
16 Hockenson, and Rory Fletcher will testify to the economic loss  
17 and their experience with Chase and more fraudster lenders, and  
18 have knowledge of the over thirty years of my business.

19

20 VIX. I AM DISPUTING MY MORTGAGE:

21

22 1. Predatory lenders and predatory servicing companies  
23 cannot be allowed to put people in detrimental harms way. The  
24 only way to stop this is to stop them. The Erickson's did not  
25 understand my mortgage agreement. The contract was not made  
clear to us. The Erickson's were tricked and mislead by the  
lenders. Then the servicing agent mislead us during the  
modification loan. The lender has used unfair and

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE54

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 discriminating interest rates and a predatory, unconscionable,  
2 deceptive lending contract with the Erickson's.

3       2. The Erickson's have tried to come to some fair terms and  
4 loan agreements with this lender and have been denied after  
5 being told we were approved for the modification loan to find it  
6 was deception and fraud. Our bankruptcy attorney has told us to  
7 ignore every statement and  
8 phone call until she tells us it is time to file the bankruptcy,  
9 so we have ignored every such call, since the November 13, 2009  
10 letter, giving her the information and letters realizing the  
11 fraudsters have voided the their contract. And have committed  
12 mortgage fraud and criminal tort acts against us. The  
13 plaintiff's tried working with the unscrupulous mortgage  
14 servicer for over a year and a half and then were defrauded.  
15 There is no good just reason to expect any reasonable actions  
16 from organized criminals being the fraudster and co-conspirator  
17 defendants. The Erickson's have given up on honest service from  
18 the mortgage fraudsters, like the multiple homeowners/clients  
19 that have come to our business and told us they have, some have  
20 walked out on their homes in despair. The mortgage companies  
21 now claiming in the news the homeowners have dropped off and not  
22 completed their modification loans, caused by fraud and  
23 misleading dishonest service, so dishonest, and blatant million  
24 of homeowners have become overwhelmed with this crime and  
25 realized they have been duped and are giving up due to there is  
with no doubt no hope, they cannot afford to lawfully fight this  
huge crime against them and are dealing with organized  
corruption and do not know how to fight it and have no funds to

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE55

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 fight and in some cases no will left to fight, they are  
2 emotionally drained.

3 3. The Erickson's have been mislead at the closing day, to  
4 discover the mortgage document we signed is not what we believed  
5 to be signing or we would never have signed it, expecting a  
6 duty of honest service from the lenders.

7 4. The Erickson's are victims of a predatory lender, using  
8 unfair, deceptive, and fraudulent practices during the loan  
9 organizing process. This loan imposes unfair and  
10 abusive loan terms on us the borrowers. Now the servicing agent  
11 is using deceptive and unfair and fraudulent practices of the  
12 serving agents during the loan /mortgage servicing process, post  
13 loan origination and now modification loan. And again deceptive  
14 "Honest Service fraud." This is "the practice of a lender  
15 deceptively convincing borrower to agree to unfair and abusive  
16 loan terms, systematically violating those terms in ways that  
17 make it difficult for the borrower to defend against. Stressing  
18 out millions of homeowners until they give up and walk away from  
19 their homes they have relentlessly tried to save for months upon  
20 months. Some so stressed out they are considering suidcide.

21 5. This mortgage is **unjustified risk-basing pricing**. This  
22 is the practice of charging more in the form of higher interest  
23 rate and fees for extending credit to borrowers identified by  
24 the lender as posing a greater credit risk. Higher interest  
25 rates put the barrower in **detrimental harms way.** The barrower  
is **tricked** into believing the loan is a good thing, and find out  
the mortgage is not what it seems and in fact is set up to  
easily and even **evitable go into foreclosure. When if the party**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE56

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 **had been fairly treated and not discriminated against the loan**  
2 **would not go into foreclosure.** The Plaintiff's would not have  
3 been in a situation to file for a new loan on their home if the  
4 fraudsters and co-conspirators had not committed the hugest  
5 organized crime in the history of the United States and caused  
6 an economic crash, thus committing an economic crime, injuring  
7 the plaintiff's business, by injuring vast amounts of the  
8 plaintiffs clients incomes. The mortgage fraudsters' created  
9 unfair deceptive sellers market, raising deceptive cost of homes  
10 and mortgages that would have been more affordable to  
11 homeowners. If either and both the mortgage loan itself and the  
12 modification loan had not been deceptive the plaintiffs' home  
13 would not be in danger of foreclosure.

14  
15       6. The Erickson's have answered every request to work out  
16 an affordable modification loan with the lender. The lender  
17 failed to present the loan price as being negotiable at the time  
18 of the original loan. The lender failed to clearly and  
19 accurately disclose the terms and conditions. Until clearly  
20 plaintiffs clearly realized we were being duped in November 11,  
21 2009.

22       7. The Erickson's are asking for proof of who owns the  
23 mortgage. Has this mortgage become a securitization? The letter  
24 was sent over eight months ago, without answer or proof of who  
25 owns the mortgage. EXHIBIT A #3. This letter was never answered.

8. The Erickson's are demanding OMINIBUS Motion to cancel  
the mortgage-now! "By statute, assignment of the mortgage  
carries with it the assignment of the debt.... Indeed, in the

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE57

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 event that a mortgage loan somehow separates interests of the  
2 note and the deed of trust, with the deed of trust lying with  
3 some independent entity, the mortgage may become unenforceable.  
4 The practical effect of splitting the deed of trust from the  
5 promissory note is to make it impossible for the holder of the  
6 note to foreclose, unless the holder of the deed of trust is the  
7 agent of the holder of the note. Without the agency  
8 relationship, the person holding only the note lacks the power  
9 to foreclose in the event of default. The person holding only  
10 the deed of trust will never experience default because only the  
11 holder of the note is entitled to payment of the underlying  
12 obligation. The mortgage loan becomes ineffectual when the  
13 note holder did not also hold the deed of trust. The Erickson's  
14 request quiet title proving of the mortgage being enforceable or  
15 "cancel the mortgage now"! The mortgage fraudsters did not  
16 answer this letter dated November 11, 2009. served by Sarah Small  
17 Point DeJour an attorney who is not familiar with mortgage  
18 fraud.

19 9. In mortgage securitization transactions, the mortgage  
20 servicer forwards the borrower's payment of principal and  
21 interest to the certificate holders (investors) of  
22 the special securitized trust that owns and holds the promissory  
23 notes secured by the mortgages and deeds of trust. The  
24 mortgage servicer, however, is allowed to retain late fees, BPO  
25 fees, inspection fees, and other fees charged or assessed to a  
borrower's account. In addition to the fee income, the servicer  
is allowed to retain the net liquidation proceeds of any  
foreclosure sale (net after foreclosure expenses and principal

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE58

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 balance to investors.) This give unfair incentive to corrupt  
2 ruthless mortgage servicer to commit fraud and foreclose on home  
3 owners. Trustees are auction fixing, purchasing mortgages  
4 themselves from themselves.

5 10. This provides an incentive to unscrupulous servicers  
6 who aggressively interpret mortgage documents to add additional  
7 fees, to a borrower's mortgage account. Many times, the  
8 additional fees added on create an event of default  
9 allowing the mortgage servicer to foreclose on the property.

10 11. Now the plaintiff's find this practice is commonly  
11 referred to as manufacturing a default or manufactured default.  
12 The Erickson's believe the servicing agent has indeed  
13 manufactured default on the Erickson's and multiple sovereign  
14 Washingtonians.

15 12. With incentive for kick backs the serving company for  
16 the Erickson's mortgage has manufactured foreclosure , for  
17 benefits they otherwise would not receive if there is no  
18 foreclosure, causing service fraud, and dishonest service  
19 violating the Honest Service doctrine and **RCW 9A.08.030 &RCW**  
20 **9A.09.020** and all the above listed violations by mail and wire,  
21 committing mail fraud and wire fraud and violating the RICO ACT.

22 13. Mortgage fraud and servicing fraud has created a civil-  
23 war between homeowners and unscrupulous lenders preying on the  
24 unaware borrowers to do a huge take over of smaller  
25 corporations, literally killing small business, and the middle  
class, stealing homes in silence from residents of the state of  
Washington and the entire globe, with borrowers finding they  
trusted honest service, to be in a situation they have very

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE59

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 little if no power, or money or knowledge to fight for their  
2 entitled rights.

3

4 **X. THIS IS CONSUMER FRAUD AND MORTGAGE DISCRIMINATION**  
5 **AT ITS WORST!**

6

7 1. The Erickson's request action to quiet title to  
8 establish the plaintiff's title to land by compelling the  
9 adverse claimant to establish a claim or be forever estopped  
10 from asserting it: The Erickson's have never to date received a  
11 reply to the November 11, 2009 notice. Exhibit A #16.

12 This is predatory and unfair mortgage practice, and  
13 misrepresentation therefore the Erickson's demand the court to  
14 grant rendering this securitized Mortgage unenforceable. And to  
15 cancel the mortgage now.

16 **XI. Fraudsters and Co-Conspirators**

17

18 1. WAMU, and Chase Bank are only two of the three and a  
19 half pages of fraudsters and co-conspirators listed on  
20 [www.msfraud.org/fraudsterslist.html](http://www.msfraud.org/fraudsterslist.html).

21 The economic crime is so vast it is considered the biggest  
22 organized crime in the history of the United States. **EXHIBITS 8-**  
23 **12.**

24 **XI. VESTED INTEREST IN HOME EQUITY**

25 1. My husband and I have built this house with our bare  
hands, no contractors in 1978, and have lived here all these  
years paying taxes on the property all these years. We have done  
everything possible to work with the lender to save our home.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE60

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 We have paid the trial modification payments in good faith and  
2 are being forced into protecting our home from unconscionable  
3 predatory lenders and servicing agents and trustees. We pray the  
4 courts will grant the motion of Ominibus relief, by Quiet Title.

5 2. Plaintiff's have loss of home equity caused by fraudster  
6 mortgage agents and mortgage servicing agents.

7 3. We pray the courts will grant reliance Estoppel due to  
8 the lenders and servicing agents causing detrimental harm and  
9 committing mortgage servicing fraud to the Erickson's, covered  
10 by the estoppel law. The Erickson's acted on the word  
11 and promises of the servicing agents that lead the Erickson's to  
12 detrimental harm and putting the Erickson's home into  
13 foreclosure status. The Erickson's are claiming the lenders,  
14 servicers, agents, and mortgage companies, and trustee's have  
15 performed predatory lending, and servicing, unconscionable acts,  
16 deceptive, unfair mortgage discriminating, and consumer fraud,  
17 therefore Defendant's violating the "mail fraud", "wire fraud"  
18 and "RICO ACT", RCW 9A.08.020 & RCW 9A.030, and the "Honest  
19 Services Doctrine".

20 4. The lenders did not clarified the documents to the  
21 Erickson's, concealing the true nature of these documents  
22 leading the Erickson's to repossession of our home, during both  
23 the time of the original signing of the mortgage and during the  
24 modification period.

25 5. The Erickson's are claiming the predatory servicer's  
have acted as officious intermeddler's with unclean hands and  
should receive no restitution for the benefit conferred, nor  
quantum merit.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE61

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

6. This is Unconstitutional, Unclean Hands: one of the maxims of equity embodying the principle that a party seeking redress in a court of equity (equitable relief) must not have done any dishonest or unethical act in the transaction upon which he or she maintains the action in equity, since a court of conscience will not grant relief to one guilty of unconscionable conduct, ie., to one with "unclean hands."

7. Unconstitutional conflicting with some provision of constitution, most commonly the United State Constitution. When a statute is found to be unconstitutional, it is considered void or as if it had never been, and consequently all rights, contracts, or duties that depend on it are void. Similarly, no one can be punished for having refused obedience to the law once it is found to be unconstitutional.

## XX. PRAYER FOR RELIEF

For all the above reasons Plaintiff's demand relief from wrongful damages caused by wrongdoer agents, egregious tort conduct engaged in by the defendants. Plaintiff's are entitled to restitution for personal injury, loss of property and injury of business in the amount of twelve million dollars plus, times treble, and for any other relief the court may allow at their discretion : pursuant to RICO (308) pursuant rule Rico (14)(15)(16)(22)(23)or d (24)(25). (314). That states any person injured in his business or property by reason of a violation of RICO , U.S.C

SECOND SERVED AMENDED

**COMPLAINT AND CAUSE OF ACTION**

PAGE 62

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 section 1962 can sue for treble damages, costs of filing the lawsuit, and reasonable  
2 attorney's fee. (362). (370)(371)(372)(379) Beck v. Prupis, (380);(382). Plaintiffs  
3 demand the equivalent of a reasonable attorneys for cost and time to prepare our  
4 own defense, including all money damages, including general money  
5 damages caused by pain, suffering and emotional distress, and  
6 punitive damages.

7  
8  
9  
10       The Erickson's DEMAND quiet title and cancel the  
11 mortgage [NOW]. "Any false representation of material facts made  
12 with knowledge of falsity and with intent that it shall be acted  
13 on by another in entering into contract, and which is so acted  
14 upon, constitutes "fraud, " and entitles party deceived to  
15 avoid contract or recover damages." Barnsdall Refining Corn, V.  
16 Birnam wood Oil Co, 92 F 2d 817.

17  
18  
19       **Plaintiff's demand a jury trial with a constitutional judge that**  
20 **swears an oath to the Constitution of the United States.**

21  
22       **Plaintiff's demand Judge Pechman to be dismissed from this case,**  
23 **due to conflict of interest. She has appeared to be partial to defendants in**  
24 **another case plaintiffs' have in the U.S. Supreme Court and is listed as one**  
25 **of the judges/ parties involved in my Writ of Certiorari Case No. 08-35962**  
**involving fraud up the court. Federal law requires the automatic**

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE63

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

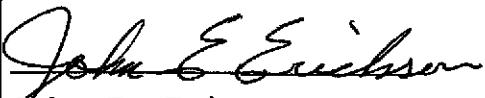
1 **disqualification of a Federal judge under certain circumstances. Courts**  
2 **have repeatedly held that positive proof of the partiality of a judge is not a**  
3 **requirement, only the appearance of partiality .Liljeberg v. Health**  
4 **services Acquisition Corp. 486 U.S. 847, 1087 S. Ct.(1988). 2194 60.23:**  
5

6

7 **XIII. CONCLUSION**

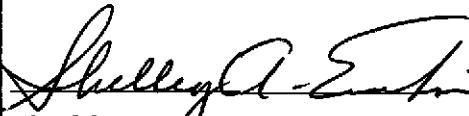
8

9       With respect for all the above reasons, Defendant's have  
10 violated the above laws, thereby causing the plaintiff's  
11 injuries and damages; and breach of duty that resulted in the  
12 plaintiff's suffered injuries, harm and damages that the  
13 plaintiffs are entitled for relief. Which includes Ominibus  
14 Motion And Quiet Title:

15   
16 John E. Erickson

17 John E. Erickson Pro Se

Dated September 27, 2010

18   
19 Shelley A. Erickson

20 Shelley A. Erickson Pro Se  
21 5421 Pearl Ave S.E.  
22 Auburn, Washington 98092  
23 206-255-6324  
24 206-255-6326  
25 253-939-9741

Dated September 27, 2010

E-mail Shelleystotalbodyworks@comcast.net

V.

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE64

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2 Long Beach Mortgage Co.,  
3 Washington Mutual Bank and Chase Bank, Agent for Deutsche Bank  
4 National Trust, Servicing Agent for Chase Bank, Peter Ru  
5 agent/loan broker for Long Beach; Loan No.0697646826.

6 Davis Wright Tremaine LLP Higa Escrow/Carole M. Higa  
7  
8 Suite 2200 1201 Third Avenue 505 106<sup>th</sup> Ave N.E. Suite 210  
9  
10 Seattle, WA 98101-3045 Bellevue, WA 98004

11  
12  
13  
14 Peter Ru/agent mortgage broker/  
15

16 Escrow broker for Higa Escrow  
17

18 Higa Escrow/Carole M. Higa  
19

20 505 106<sup>th</sup> Ave N.E. Suite 210  
21

22 Bellevue, WA 98004  
23  
24  
25

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE65

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

CERTIFICATE OF SERVICE

I declare under penalty of perjury that on September 27<sup>th</sup>, 2010, I caused two copies of the foregoing Amended Complaint and Cause of Action to be served upon the Plaintiffs by first class or priority U.S. Mail: I also had two copies personally served to defendant's listed below.

Long Beach Mortgage Co.,  
Washington Mutual Bank and Chase Bank, Agent for Deutsche Bank  
National Trust, Servicing Agent for Chase Bank, Peter Ru  
agent/loan broker for Long Beach; Loan No.0697646826.

Davis Wright Tremaine LLP	Higa Escrow/Carole M. Higa
Suite 2200 1201 Third Avenue	1810 116 <sup>th</sup> Ave N.E. Suite D-2
Seattle, WA 98101-3045	Bellevue, WA 98004-0000

Peter Ru/agent mortgage broker/  
Escrow broker for Higa Escrow

Higa Escrow/Carole M. Higa  
505 106 Ave N.E. Suite 210  
Bellevue, WA 98004

DATED at Seattle, Washington this 27<sup>th</sup> day of September,  
2010. *Philip A. S. I.*

Shelley A. Erickson

SECOND SERVED AMENDED

COMPLAINT AND CAUSE OF ACTION

PAGE 66

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET